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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. November 6, 2012

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the special meeting on October 30, 2012

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Veteran's Day Weekend
 - American Diabetes Month
 - Children's Grief Awareness Day

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Shakeitha Scales - Why she was sent to someone who could not answer any of her questions.
2. Mary Dean – (CANCELLED)
3. Tyra Williams - Wichita Police Department shootings.
4. Bill Anderson – Justice
5. Mike Shatz - Wichita Police Department Misconduct.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Board of Appeals of Plumbers and Gas Fitters.
(Deferred October 16, 2012)

RECOMMENDED ACTION: Approve the Charter Ordinance and place on first reading.

2. Joint Policy Resolution to establish a single Board of Zoning Appeals (BZA) for Wichita and Sedgwick County.
(Deferred October 16, 2012)

RECOMMENDED ACTION: Approve the Joint Policy Resolution, place the ordinance on first reading and authorize the necessary signatures.

3. Revised City Council District Boundaries.

RECOMMENDED ACTION: Review the revised map and direct staff on how to proceed with redistricting.

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Hijos, LLC/JR Custom Metal Products, Inc.
(District IV)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$4,400,000 to Hijos, LLC/JR Custom Metal Products, and authorize the necessary signatures.

2. Building Facade Improvements at 1525 East Douglas. (District I)

RECOMMENDED ACTION: Approve first reading of the ordinance setting the final assessment amount for the facade improvements at 1525 East Douglas.

3. Amendment to Section 11.68.111 pertaining to parking permits for events at Century II Performing Arts and Convention Center.

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

4. New Recreation Division Software for Activity Registration System.

RECOMMENDED ACTION: Approve the contract, approve the funding and authorize the necessary signatures.

5. Create New Pocket Park and Accept American Association of Retired Persons (AARP) Donated Funds to Build the Park. (District I)

RECOMMENDED ACTION: Approve the creation of a new park, accept the donation and authorize necessary signatures.

6. Agreement for Assessment of Water Demand and Supply.

RECOMMENDED ACTION: Approve the agreement, approve the budget, and authorize the necessary signatures.

7. Quarterly Financial Report for the Quarter Ended September 30, 2012.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended September 30, 2012.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

1. PUD2012-00002 – Create Planned Unit Development PUD #38, Indian Hills Planned Unit Development, on property zoned B Multi-family Residential (“B”), generally located south of 13th Street North and east of Meridian Avenue, 2425 W. 13th Street North. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve PUD #38 as submitted, based upon the findings found in the staff report, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority vote required); 2) approve the request subject to the DAB VI recommendation by making alternate findings (two-thirds majority vote required); 3) deny the request by making alternate findings (two-thirds majority vote required) or 4) return the application to the MAPC for further consideration (simple majority vote required).

2. ZON2012-00025 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets. (District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zoning change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required); or 3) return the application to the MAPC for reconsideration (simple majority vote required).

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Carl Brewer, Vice Mayor Janet Miller, Council Member Lavonta Williams, and Council Member Clendenin to attend the National League of Cities Congress of Cities Exposition in Boston, MA, November 28 through December 2, 2012.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 22)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated October 29, and November 5, 2012.
 - a. Board of Bids.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Steven Blaske	MacDonald Golf Course**	840 North Yale
Jose Castaneda Lumbreras	Calvin's Hamburger Haven**	1929 South Seneca
Matthew Ryan	Two Brothers BBQ**	3134 East Douglas
JoLynn Blood	Pine Bay Golf Course*	6615 South Grove

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Anm Badruddoza	Red Rock LLC***	10409 West Maple
Anm Badruddoza	Food Mart **	1400 North Market
Kashif A Khan	Phillips 66***	7115 west 13th Street

*On Premise Consumption/Tavern (less than 50% of gross revenues from sale of food)

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:
 - a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
 - a. Petition for Sanitary Sewer and Paving Alley in Owsley Place Addition, east of Hydraulic, south of Central. (District I)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Turkey Trot 10 Mile Race. (District VI)
- b. Community Events - Say Grace Race. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Supplemental Agreement No. 1 for K-96/Greenwich Interchange. (District II)
- b. Contract Renewal with Sedgwick County for Housing First Funding.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 1- 13th Street Improvement, Hydraulic to Oliver. (District I)
- b. Change Order No. 16 - Douglas Block Parking Garage. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of 1903 South Meridian for the Meridian Drainage Outfall Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Employees' Retirement System, September 19, 2012
Design Council, September 19, 2012
Police and Fire Retirement System, September 26, 2012

RECOMMENDED ACTION: Receive and file.

10. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize acceptance of the settlement, including \$20,000 cash payment, and authorize execution of the Settlement Release.

11. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize acceptance of the settlement, including \$50,000 cash payment, and authorize execution of the Settlement Release of claim.

12. 2013 Victims of Crime Act (VOCA) Grant.

RECOMMENDED ACTION: Approve the 2013 Victims of Crime grant award.

13. 2012 Bulletproof Vest Partnership Grant.

RECOMMENDED ACTION: Accept the 2012 Bulletproof Vest Partnership grant award.

14. Dedication of Property along the Chisholm Creek Drainage System and in the 200 Block of West 26th Street North for Public Purposes. (District VI)

RECOMMENDED ACTION: Accept the donation, approve the budget and authorize all necessary signatures.

15. Second Reading Ordinances:

- a. Second Reading Ordinances. (First read October 16 and 23, 2012)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

16. *SUB2012-00021 -- Plat of Wichita Ice Center Addition located on the south side of Maple, East of Seneca.
(District IV)

RECOMMENDED ACTION: Approve the plat, authorize the necessary signatures for approval and ownership of the plat and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

17. *2013 Payment Standards – Section 8 Housing Choice Vouchers.

RECOMMENDED ACTION: Approve the payment standards for the Section 8 Housing Choice Voucher Program, effective on January 1, 2013 for new clients and current clients who are relocating, and for current client recertification's after March 1, 2013.

18. *Section 8 Administrative Plan Revisions.

RECOMMENDED ACTION: Review and approve the changes and revisions to the Section 8 Administrative Plan.

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

19. *Federal Aviation Administration - Lease No. DTFACN-12-L-00014, Supplement No. 1 - 1801 Airport Road - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

20. *Sublease Agreements - Wichita Airport Facilities, Inc. and Hawker Beechcraft Global Customer Support Corporation - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the sublease agreements and authorize the necessary signatures.

21. *Agreement - U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

22. *Board of Bids WAA- NONE

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Board of Appeals of Plumbers and Gas Fitters

INITIATED BY: Department of Law

AGENDA: Unfinished Business

Recommendation: Approve the Charter Ordinance.

Background: In 2011, the City of Wichita and Sedgwick County reviewed its code enforcement operations for consolidation opportunities. A design team comprised of internal and external stakeholders was tasked with identifying potential areas of consolidation and making recommendations for the merger of City and County code enforcement departments. The design team's recommendations were presented during a joint City Council and Board of County Commissioners meeting on November 2, 2011. Recommendations included the consolidation of duplicate trade boards. Following this meeting an implementation team of City and County employees began work on implementing the recommendations contained in the design team report.

Analysis: Consolidating the Board of Appeals of Plumbers and Gas Fitters as well as other duplicate code enforcement boards is consistent with the design team's November 2, 2011 recommendation to the governing bodies. Consolidation of the Board of Appeals of Plumbers and Gas Fitters would facilitate consistent plumbing code interpretation and code adoption recommendations. The proposed ordinance changes have been presented to the design team and the Board of Appeals of Plumbers and Gas Fitters. Both groups fully support consolidation of the board.

Although formal action by the board was not required, the Board of Appeals of Plumbers and Gas Fitters voted 4-2 to support the ordinance as submitted. Those voting against the proposed ordinance expressed support for the consolidation but were concerned with the lack of flexibility that may result if board appointments are specified in the charter ordinance.

Financial Considerations: There are no financial considerations associated with the consolidation of the Board of Appeals of Plumbers and Gas Fitters.

Legal Considerations: The Charter Ordinance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended the City Council approve the Charter Ordinance and place on first reading.

Attachments: Charter Ordinance
Delineated Ordinance

PUBLISHED TWICE IN THE _____ ON _____ AND _____,
2012.

CHARTER ORDINANCE NO. _____

DELINEATED

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE MEMBERSHIP OF THE BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS, AMENDING SECTION 14 OF CHARTER ORDINANCE No. 197 ~~NO. 106~~ AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. ~~Section 4 of Charter Ordinance No. 106 amending Section 2 of Charter Ordinance 60 of the City of Wichita, is hereby amended to read as follows:~~

"There is hereby authorized a Board of Appeals of Plumbers and Gas Fitters, which shall consist of seven members and the Director ~~superintendent of Central Inspection or the Metropolitan Area Building and Construction Department or Superintendent of Central Inspection's~~ representative who shall serve as secretary ~~and the Environmental Health Director of Public Works and Utilities or his/her designee who shall serve in an advisory capacity~~ to said board and perform such services as the board may require. Said board shall consist of the following:

- One (1) member, who shall hold a master plumber's certificate (appointed by County);
- One (1) member, who shall hold a minimum journeyman plumber's certificate (appointed by County);
- One (1) member, who shall hold a mechanical engineer's license (appointed by County);
- One (1) member, who is a licensed mechanical contractor (appointed by City);
- One (1) member, who shall hold a master lawn sprinkler installer certificate (appointed by City);
- One (1) member, who is a licensed plumbing contractor (appointed by City); and
- One (1) member from the public-at-large, a joint appointment by -The Mayor, with the Mayor for the City of Wichita and Council, shall appoint members to the Chair of the County Commission for Sedgwick County board for such terms as shall be established by ordinance."

SECTION 2. The original of Section 1 4 of Charter Ordinance No. 197 ~~406~~ is hereby repealed.

SECTION 3. The Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5(c)(3) of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND ADOPTED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof, this _____ 5th day of _____, 2012
~~August, 2003.~~

Carl Brewer ~~Carlos Mayans~~, Mayor

ATTEST:

Karen Sublett ~~Pat Graves~~, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf

PUBLISHED TWICE IN THE WICHITA EAGLE ON NOVEMBER 23 AND NOVEMBER 30, 2012.

CHARTER ORDINANCE NO. 219

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE MEMBERSHIP OF THE BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS, AMENDING SECTION 1 OF CHARTER ORDINANCE No. 197 AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 1 of Charter Ordinance No. 219, amending Section 1 of Charter Ordinance 197 of the City of Wichita, is hereby amended to read as follows:

"There is hereby authorized a Board of Appeals of Plumbers and Gas Fitters, which shall consist of seven members and the Director of the Metropolitan Area Building and Construction Department or representative who shall serve as secretary and perform such services as the board may require. Said board shall consist of the following:

- One (1) member, who shall hold a master plumber's certificate (appointed by County);
- One (1) member, who shall hold a minimum journeyman plumber's certificate (appointed by County);
- One (1) member, who shall hold a mechanical engineer's license (appointed by County);
- One (1) member, who is a licensed mechanical contractor (appointed by City);
- One (1) member, who shall hold a master lawn sprinkler installer certificate (appointed by City);
- One (1) member, who is a licensed plumbing contractor (appointed by City); and
- One (1) member from the public-at-large, a joint appointment by the city manager for the City of Wichita and the county commissioner for Sedgwick County."

SECTION 2. The original of Section 1 of Charter Ordinance No. 197 is hereby repealed.

SECTION 3. The Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5(c)(3) of the Constitution of the State of Kansas, in

which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND ADOPTED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof, this 20th day of November, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Joint Policy Resolution to establish a single Board of Zoning Appeals (BZA) for Wichita and Sedgwick County

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

Recommendation: Approve the Joint Policy Resolution and place the ordinance on first reading.

Background: Since 2011, the City of Wichita and Sedgwick County have been working toward the consolidation of building code review and enforcement functions. Both governing bodies have approved the creation of a Metropolitan Area Building and Construction Department.

As part of this overall consolidation effort, City and County staff reviewed the feasibility of combining the currently separate Boards of Zoning Appeals now maintained by each unit of government. BZAs hear requests for variances from zoning standards and both boards make decisions based on the same criteria set in State Law. They also hear appeals of interpretations of the zoning code by the Zoning Administrator. It was determined that a single board could perform these functions just as effectively as two separate boards, with the potential for administrative cost savings.

In the course of that review it was proposed to use the membership of the Metropolitan Area Planning Commission (MAPC) as the membership for the combined BZA. This proposal was intended to simplify the appointment process and to take advantage of an existing board with appropriate knowledge and expertise. It also offers additional administrative cost savings and more opportunities for BZA applications to be heard. Currently both BZAs are scheduled to meet only once a month. Under the proposed arrangement, BZA applications will be able to be heard twice a month due to the MAPC's meeting schedule.

Analysis:

The functions of a Planning Commission and a BZA are distinct, so it is necessary for both boards to exist. However, it is possible under State law for the membership of the Planning Commission to serve as the membership of the BZA.

Staff expects to be able to manage the agendas of the two boards in a manner that minimizes inconvenience to applicants. When it is anticipated that cases on either the BZA or MAPC agenda are non-controversial, requiring little time to be heard, then the board that requires the lesser amount of time can be scheduled first. A long-standing practice of the MAPC is to handle non-controversial cases as consent items at the start of the meeting, and we would expect it to use that practice with BZA items.

Through the first ten months of 2012, the City BZA has had 15 cases and the County BZA three. Most BZA cases are non-controversial.

Staff estimates administrative cost savings of up to \$10,000 per year from the consolidation of support services. Costs saved per meeting would vary widely depending on the number of items scheduled and the length of time needed to deal with each item. Most of the savings would come from staff being able to support the same number of cases at fewer meetings. Staff expects that the MAPC will handle BZA cases more expeditiously than is done presently.

On average staff estimates up to \$450 in potential savings for each meeting eliminated. Most of the cost savings would come from less staff time (Planning, Law and Code Enforcement) spent at meetings and in setting up and breaking down meetings. Lesser savings could accrue from reducing duplication of effort with preparing and sending notifications, postage, copying and the man-hours to perform those functions. Consolidation also reduces the number of staff-hours to take and produce meeting minutes.

Approval of the resolution establishes the policy framework for the membership of the Board of Zoning Appeals to be the same as the Metropolitan Area Planning Commission. The resolution also demonstrates City Council's continued support for combining similar services between the City and County. The Board of County Commissioners approved the resolution at its October 17, 2012, meeting.

Financial Considerations: If this Joint Policy Resolution is approved by both the City Council and the Board of County Commissioners, the Metropolitan Area Planning Department anticipates about \$10,000 in savings in administrative costs now expended to support three separate boards.

Legal Considerations: The joint resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended the City Council approve the Joint Policy Resolution, place the ordinance on first reading and authorize the necessary signatures.

Attachments: Joint Policy Resolution, Ordinance, Delineated Ordinance

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Revised City Council District Boundaries (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

Recommendation: That the City Council review the revised map and direct staff on how to proceed with redistricting.

Background: At its meeting on October 30, 2012, the City Council directed staff to work with the Council Members representing Districts I, II and III to review the proposal recommended by the Commission of Electors and to return with a revised map. The meeting of the affected Council Members was arranged for the afternoon of Friday, November 2. The revised map will be presented at the November 6 Council meeting.

Analysis: If the revised map is acceptable to the Council, then staff will proceed to drafting the ordinance the map would be put into effect. If the map is not acceptable, then staff will continue working with Council on additional revisions.

The City Council schedule for the remainder of the 2012 shows that the Council only has the following four dates on which it could receive public input and take action: November 20th and December 4th, 11th or 18th. Unless the Council holds a special meeting, the deadline for final action will be December 18.

Financial Considerations: The redistricting process is requiring staff time, materials, supplies, copying and postage costs that were not specifically budgeted for this year.

Legal Considerations: A redistricting map must be approved by the City Council no later than December 31, 2012.

Recommendations/Actions: It is recommended that the City Council review the revised map and direct staff on how to proceed with redistricting.

Attachments: None.

**CITY OF WICHITA
ORDINANCE NO. 49-385**

**SEDGWICK COUNTY
RESOLUTION NO. _____**

Date Adopted by City of Wichita : - - 2012
Date Adopted by Sedgwick County : - - 2012

Date Published by City of Wichita: - - 2012
Date Published by Sedgwick County: - - 2012

A JOINT CITY ORDINANCE AND COUNTY RESOLUTION ESTABLISHING AND DESIGNATING A SINGLE BOARD OF ZONING APPEALS FOR THE CITY OF WICHITA AND SEDGWICK COUNTY, KANSAS WITH THE MEMBERS THEREOF TO BE FILLED AND TO SERVE BY THE APPOINTED MEMBERS, AS MAY CHANGE FROM TIME TO TIME, OF THE EXISTING METROPOLITAN AREA PLANNING COMMISSION, AND TO HEAR AND DECIDE ZONING VARIANCES AND APPEALS FOR EACH AND BOTH JURISDICTIONS PURSUANT TO KANSAS STATUTE AND THE ADOPTED WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, AND TO BE KNOWN AS THE WICHITA-SEDGWICK COUNTY BOARD OF ZONING APPEALS; AND ABOLISHING THE EXISTING BOARDS OF ZONING APPEALS FOR EACH INDIVIDUAL JURISDICTION BY DECEMBER 31, 2012.

WHEREAS, the Governing Body of the City of Wichita and the Board of County Commissioners of Sedgwick County, Kansas are authorized by K.S.A. 12-741 *et. seq.*, to officially adopt, incorporate, and promulgate by ordinance and resolution planning and zoning laws and regulations for the protection of the public health, safety and welfare; and

WHEREAS, the Governing Body of the City of Wichita and the Board of County Commissioners of Sedgwick County, Kansas are authorized by K.S.A. 12-759 *et. seq.*, to officially create boards of zoning appeals by the adoption of the appropriate ordinance or resolution; and with each jurisdiction having exercised such authority over several decades; and

WHEREAS, the City Council of the City of Wichita, as the Governing Body of the City of Wichita, and the Board of County Commissioners of Sedgwick County, as the Governing Body of Sedgwick County, Kansas, desire to establish a single board of zoning appeals; to hear and decide zoning variances and appeals for each and both jurisdictions of the City of Wichita and Sedgwick County, Kansas, with the members thereof to be filled and serve by the appointed members, as may change from time to time, of the existing Metropolitan Area Planning Commission, as appointed by each Governing Body as authorized by Kansas law; and to be officially known as the Wichita-Sedgwick County Board of Zoning Appeals; and in order to better serve the public and to make more efficient and effective the customer service provided to all of their citizens and stakeholders; and

WHEREAS, the purpose of the Wichita-Sedgwick County Board of Zoning Appeals shall be to hear and decide variances and appeals and other matters as authorized by Kansas statute, as amended, and the adopted Wichita-Sedgwick County Unified Zoning Code, as amended, with the creation and designation of the board to be considered the individual enactment of the City of Wichita and of Sedgwick County, Kansas, as applicable; and

WHEREAS, the existing boards of zoning appeals for the City of Wichita and Sedgwick County, Kansas shall wrap-up and conclude all existing matters before it and issue any pending decisions by the 28th day of December, 2012, with the existing boards to be henceforth abolished by the 31st day of December, 2012, at 12:00 a.m., C.S.T.; and

WHEREAS, K.S.A. 12-759(g) authorizes a planning commission to be designated as a board of zoning appeals under Kansas law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS AND ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT:

SECTION 1. CREATION OF THE WICHITA-SEDGWICK COUNTY BOARD OF ZONING APPEALS AS AUTHORIZED BY THE CITY OF WICHITA.

There is hereby created the Wichita-Sedgwick County Board of Zoning Appeals, which shall consist of the current members, as may change from time to time, of the Metropolitan Area Planning Commission, including but not limited to, those members appointed by the Governing Body of the City of Wichita. The Wichita-Sedgwick County Board of Zoning Appeals shall begin operations effective the 1st day of January, 2013, at 12:01a.m. C.S.T.

Any application for variance filed or appeal taken after 4:01 p.m. C.S.T. on the 12th day of November, 2012, shall be heard and determined by the newly created Wichita-Sedgwick County Board of Zoning Appeals for the jurisdiction of the City of Wichita and processed and determined in accordance with the then current Wichita-Sedgwick County Unified Zoning Code.

SECTION 2. AUTHORITY OF THE BOARD OF ZONING APPEALS FOR THE CITY OF WICHITA.

The newly created Wichita-Sedgwick County Board of Zoning Appeals shall hear and decide all variances and appeals and other matters as authorized by Kansas statute, as amended, and the adopted by the Wichita-Sedgwick County Unified Zoning Code, as amended, for all matters within the confines of the incorporated city limits of the City of Wichita, and to perform all such matters as authorized by all previous duly adopted ordinances that are not inconsistent with this joint ordinance-resolution.

SECTION 3. OPERATION OF THE WICHITA-SEDGWICK COUNTY BOARD OF ZONING APPEALS.

The newly created Wichita-Sedgwick County Board of Zoning Appeals shall hold regular meetings, shall keep minutes of its proceedings, and carry out all legal responsibilities required by K.S.A. 12-759 *et. seq.*, as amended, and the adopted Wichita-Sedgwick County Unified Zoning Code, as amended. The Board may adopt bylaws consistent with such statute and code.

SECTION 4. INTERIM OPERATION.

Any application for variance filed or appeal taken on or before 4:00 p.m. C.S.T., on the 12th day of November, 2012, shall be heard and determined by the existing Board of Zoning Appeals for the City of Wichita and processed and determined in accordance with the then current Wichita-Sedgwick County Unified Zoning Code. In no event shall the Board operate after the 31st day of December, 2012, at 12:00 a.m., C.S.T.

SECTION 5. AMENDMENT OF CITY OF WICHITA ORDINANCE.

The City of Wichita is hereby amending Municipal Ordinance 42-816 Sec. 1 (Section 2.12.560) and repealing the original of said Ordinance to designate the members of the Metropolitan Area Planning Commission to serve as the members of the joint Board of Zoning Appeals as specified herein.

SECTION 6. CREATION OF THE WICHITA-SEDGWICK COUNTY BOARD OF ZONING APPEALS AS AUTHORIZED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS.

There is hereby created the Wichita-Sedgwick County Board of Zoning Appeals for Sedgwick County, Kansas, which shall consist of the current members, as may change from time to time, of the Metropolitan Area Planning Commission, including but not limited to, those members appointed by the Board of County Commissioners of Sedgwick County. The Wichita-Sedgwick County Board of Zoning Appeals shall begin operations effective the 1st day of January, 2013, at 12:01a.m. C.S.T.

Any application for variance filed or appeal taken after 4:01 p.m. C.S.T., on the 5th day of November, 2012, shall be heard and determined by the newly created Wichita-Sedgwick County Board of Zoning Appeals for the defined confines of unincorporated Sedgwick County, Kansas and processed and determined in accordance with the then current Wichita-Sedgwick County Unified Zoning Code.

SECTION 7. AUTHORITY OF THE WICHITA-SEDGWICK COUNTY BOARD OF ZONING APPEALS FOR SEDGWICK COUNTY, KANSAS.

The newly created Wichita-Sedgwick County Board of Zoning Appeals for Sedgwick County, Kansas shall hear and decide all variances and appeals as authorized by Kansas statute, as amended, and the adopted Wichita-Sedgwick County Unified Zoning Code, as amended, for all matters within the defined confines of unincorporated Sedgwick County, and to perform all such

matters as authorized by all previous duly adopted resolutions that are not inconsistent with this joint ordinance-resolution.

SECTION 8. OPERATION OF THE WICHITA-SEDGWICK COUNTY BOARD OF ZONING APPEALS FOR SEDGWICK COUNTY, KANSAS.

The newly created Wichita-Sedgwick County Board of Zoning Appeals for Sedgwick County, Kansas shall hold regular meetings, shall keep minutes of its proceedings, and carry out all legal responsibilities required by K.S.A. 12-759 *et. seq.*, as amended, and the adopted Wichita-Sedgwick County Unified Zoning Code, as amended. The Board may adopt bylaws consistent with such statute and code.

SECTION 9. INTERIM OPERATION.

Any application for variance filed or appeal taken on or before 4:00 p.m. CST on the 5th day of November, 2012, shall be heard and determined by the existing Board of Zoning Appeals for Sedgwick County, Kansas and processed and determined in accordance with the then current Wichita-Sedgwick County Unified Zoning Code. In no event shall the Board operate after December 31, 2012, at 12:00 a.m., C.S.T.

SECTION 10. REPEAL OF RESOLUTION.

The Board of County Commissioners for Sedgwick County hereby repeals Resolution 159-1987, effective December 31, 2012 at 12:00 a.m. C.S.T.

SECTION 11. SEVERABILITY.

If any provision or section of this joint ordinance-resolution is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality shall not affect any other provision of this joint ordinance-resolution. This joint ordinance-resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 12. EFFECT.

This joint ordinance-resolution shall take effect and be in force from and after its adoption and publication once in the official County and City newspaper.

Commissioners present and voting were:

DAVID M. UNRUH	_____
TIM R. NORTON	_____
KARL PETERJOHN	_____
RICHARD RANZAU	_____
JAMES B. SKELTON	_____

Dated this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

TIM R. NORTON, Chairman
Commissioner, Second District

JAMES B. SKELTON, Chair Pro Tem
Commissioner, Fifth District

APPROVED AS TO FORM:

BILL H. RAYMOND
Assistant County Counselor

DAVID M. UNRUH
Commissioner, First District

KARL PETERJOHN
Commissioner, Third District

RICHARD RANZAU
Commissioner, Fourth District

PASSED by the governing body of the CITY OF WICHITA, KANSAS, this October
23rd day of October, 2012.

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

GARY E. REBENSTORF
Director of Law

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Hijos, LLC/JR Custom Metal Products, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On September 11, 2012, the City Council approved a one-year Letter of Intent for Industrial Revenue Bonds (IRBs) in the amount not-to-exceed \$4,400,000, and a 100% five-plus-five-year property tax exemption for Hijos, LLC (“Hijos”) to finance a 30,000 square foot addition to the manufacturing facility located at 2237 S. West Court and to refinance an outstanding bond issue from 1998. Hijos intends to sublease the addition to JR Custom Metal Products, Inc. (“JR Custom Metal”). The Company is requesting the issuance of IRBs at this time, in the amount not-to-exceed \$4,400,000.

Analysis: JR Custom Metal Products, Inc. is a manufacturer of a diverse line of metal fabricated products and equipment. JR Custom Metal specializes in the unique designing and engineering of metal products from aluminum, stainless steel, titanium and hot roll steel materials. JR Custom Metal has been engaged in the manufacture of metal fabricated products since 1974. JR Custom Metal has a diversified customer base that includes manufacturers of aircraft, agricultural and construction equipment, meat processing and trucking companies, among others. JR Custom Metal estimates that 80% of its production is exported outside of Kansas. Bond proceeds will be used to build and equip a 30,000 square foot expansion and to refinance the outstanding balance of the 1998 tax-exempt bond issue at a lower interest rate. Current employment is 110. The 2012 expansion will add 50 new jobs over the next five (5) years at an average wage of \$31,324.

Use of Funds:

Expansion of Building.....	\$2,000,000
Capital Equipment.....	\$1,000,000
Refund 1998 tax exempt bond issue	\$1,400,000
<u>Total Uses:</u>	<u>\$4,400,000</u>

The City’s contract bond counsel firm, Kutak Rock LLP, will serve as bond counsel in the transaction.

Financial Considerations: UMB Bank will purchase the bonds. Hijos agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds.

Based on the City/County Economic Development Incentive Policy, the Company qualifies for a 100% five-plus-five-year tax exemption on real property constructed with bond proceeds.

Based on the 2011 mill levy, the estimated tax value of exempted property for the first full year is approximately \$45,115. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 12,135	State	\$ 563
County	\$ 11,035	USD 259	\$ 21,382

The project will also qualify for a sales tax exemption on bond-financed purchases.

The cost/benefit analysis conducted by Wichita State University's Center for Economic Development and Business Research reports cost/benefit ratios as follows:

City of Wichita	1.56 to one
City General Fund	1.40 to one
City Debt Service	1.85 to one
Sedgwick County	1.31 to one
USD 259	1.00 to one
State of Kansas	10.34 to one

Legal Considerations: Bond documents required for the issuance of the bonds will be prepared by bond counsel. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds.

The Tax Equity and Fiscal Responsibility Act (TEFRA) requires a public hearing for the issuance of tax-exempt bonds and a notice of public hearing to be published a minimum of fourteen days in advance of the public hearing. A TEFRA hearing will be conducted with the issuance of the tax-exempt industrial revenue bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$4,400,000 to Hijos, LLC/JR Custom Metal Products, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 49-390

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES V, 2012 (J.R. CUSTOM METAL PRODUCTS, INC. PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,400,000 FOR THE PURPOSES OF PAYING THE COST OF CONSTRUCTING AN EXPANSION TO AND EQUIPPING AN EXISTING MANUFACTURING FACILITY AND REFUNDING THE CITY'S OUTSTANDING INDUSTRIAL REVENUE BONDS, SERIES XVIII, 1998 (J.R. CUSTOM METAL PRODUCTS, INC. PROJECT); AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, pursuant to the Act and Ordinance No. 44-112 of the Issuer, the Issuer has heretofore issued its Industrial Revenue Bonds, Series XVIII, 1998 (J.R. Custom Metal Products, Inc. Project) (the "Series 1998 Bonds"), in the original principal amount of \$3,500,000; and

WHEREAS, the Series 1998 Bonds were issued for the purpose of paying the costs of acquiring, constructing and equipping a certain manufacturing facility (the "Original Project") located in the City of Wichita, Kansas; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Refunding and Improvement Revenue Bonds, Series V, 2012 (the "Bonds"), in the aggregate principal amount not to exceed \$4,400,000 for the purposes of paying the costs of constructing an expansion to and equipping the Original Project (the "2012 Project"), as more fully described in the hereinafter defined Indenture and Lease and refunding the Issuer's outstanding Series 1998 Bonds; and

WHEREAS, the Original Project and the 2012 Project are herein collectively referred to as the "Project"; and

WHEREAS, the Issuer will lease the Project to Hijos, LLC, a Kansas limited liability company (the "Tenant"), pursuant to the terms of the Lease herein authorized; and

WHEREAS, the Tenant will sublease the Project to J.R. Custom Metal Products, Inc., a Kansas Corporation (the "Subtenant"); and

WHEREAS, the Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver (i) a Trust Indenture dated as of December 1, 2012 (the “Indenture”), with UMB Bank, n.a., Wichita, Kansas, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Bonds; (ii) a Lease dated as of December 1, 2012 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein; (iii) a Bond Placement Agreement providing for the sale of the Bonds by the Issuer to UMB Bank, n.a.; and (iv) an Administrative Service Fee Agreement dated as of December 1, 2012 by and between the Issuer and the Tenant (collectively, the “Bond Documents”);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and the Lease herein authorized and defined.

Section 2. Authority to Refund the Series 1998 Bonds. The Governing Body of the Issuer hereby authorizes the current refunding of the Series 1998 Bonds in accordance with the provisions of the Indenture, all as provided herein and in the Trust Indenture dated as of December 1, 1998, by and between the Issuer and Emprise Bank, as trustee (the “1998 Trustee”), and hereby further authorizes any necessary instructions to the 1998 Trustee concerning the issuance of a call notice for the Series 1998 Bonds.

Section 3. Authority to Cause the 2012 Project to be Constructed and Equipped. The Governing Body of the Issuer hereby declares that the 2012 Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the 2012 Project to be constructed and equipped all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 4. Authorization of and Security for the Bonds. The Issuer is hereby authorized and directed to issue the Bonds, to be designated “City of Wichita, Kansas, Industrial Refunding and Improvement Revenue Bonds, Series V, 2012 (J.R. Custom Metal Products, Inc. Project),” in the aggregate principal amount not to exceed \$4,400,000. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 5. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 6. Execution of Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 7. Approval of Guaranty Agreement. The form of the Guaranty Agreement dated as of December 1, 2012, to be executed and delivered by the Tenant, the Subtenant and the other Guarantors named therein, in favor of the Trustee and for the benefit of the holder of the Bonds, in substantially the form presented for review prior to final passage of this Ordinance, is hereby approved.

Section 8. Approval of Sublease. The form of sublease dated as of December 1, 2012, pursuant to which the Tenant shall lease the Project to the Subtenant is hereby approved.

Section 9. Pledge of the Project and Net Revenues. The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 10. Election Under Section 144(a)(4) of the Internal Revenue Code. The Issuer hereby elects that Section 144(a)(4) of the Internal Revenue Code of 1986, as amended, relating to the \$10,000,000 limit for qualified small issue bonds, to apply to the 2012 Bonds, and the Mayor or City Clerk is hereby authorized and directed to take such other action as may be necessary to make effective the election.

Section 11. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 12. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on November 20, 2012.

CITY OF WICHITA, KANSAS

(Seal)

By:

Carl Brewer, Mayor

Attest:

By: _____
Karen Sublett, City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Change Order No. 16 - Douglas Block Parking Garage (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 16

Background: The City has entered into a development agreement with Douglas Place, LLC and Slawson Investment Corporation regarding improvements to the Douglas Block properties, an area bordered by Douglas, Topeka, William and Broadway Streets in downtown Wichita. As part of that development agreement, the City is constructing a parking garage on the northwest corner of Topeka and William Streets. Wilson Darnell Mann Architects is the designer of the project and Key Construction was awarded the construction contract following a normal bid process.

Costs and reasons for all change orders to-date are as follows:

CO No. 1	Exploratory concrete slab removal.	\$4,995
CO No. 2	Remove buried concrete slabs, building foundations, etc.	\$60,000
CO No. 3	Delete test piles, add pavers, add concrete, change storefront, add exit lights, change gas service line.	\$8,756
CO No.4	Additional excavation of unsuitable soil.	\$100,000
CO No. 5	Add 21 auger cast piles.	\$20,211
CO No. 6	Additional concrete footings and pile caps.	\$9,923
CO No. 7	Add waterproofing, add reinforcing at stair, thicken slab, add curb ramp, add reinforcing in topping slab, make elevator more vandal resistant.	\$24,140
CO No. 8	Add telecommunications room, add conduit to “area of refuge” landings, authorize the City’s share of reworking the perimeter sidewalk to the new standard design for the Douglas Block.	\$92,898
CO No. 9	Relocate route for natural gas lines through the garage.	\$3,788
CO No. 10	Revise storm sewer to get around obstacle and connect existing sanitary sewer from Kansas Health Foundation that was unknown prior to digging.	\$3,378
CO No. 11	Revise design asphalt mix for William Street and add fabric reinforced base, add six exit lights in garage due to visual obstructions.	\$6,898

CO No. 12	Provide air testing of sanitary sewer line. No longer a City service.	\$832
CO No. 13	Remove unanticipated debris under alleys, delete chain link enclosures.	\$2,312
CO No. 14	Reduce size of irrigation sleeves under concrete, delete CO No. 9, relocate natural gas lines to new location per Kansas Gas Service requirements, paint walls in garage adjacent to stair towers.	\$3,931
CO No. 15	Add two-hour fire rated ceiling in commercial space, delete painting of exterior walls, add one pipe bollard, extend completion date 21 days to 12/7/12.	\$8,970

The original construction contract anticipated some damage to William Street due to construction activity, and the necessary repairs were included in the cost. However, the City has decided to resurface William Street under a separate project and the Engineering Division has requested that work done by the parking garage contractor be changed to be consistent with the work planned for the rest of the street. The added cost of this additional street-related construction work will be covered in Change Order No. 16.

Analysis: The total cost of Change Order No. 16 is \$15,764. The following list of changes is included in Change Order No. 16 and defines the new items of work required for the street modifications to coordinate with the additional street resurfacing that will be done later under a separate contract.

1. 1.5 hours of additional surveying.	\$180
2. 76 lineal feet of additional saw cutting.	\$456
3. Additional demolition of concrete, asphalt, subgrade and pavers.	\$2,650
4. Add 61 square yards of crushed rock base.	\$621
5. Add 61 square yards of base asphalt paving.	\$2,013
6. Add 160 lineal feet of edge milling of asphalt for transition between old and new.	\$1,760
7. Add new ramps at corner of Topeka and William which are compliant with the Americans with Disabilities Act requirements.	\$566
8. Delete 159 square yards of 2-inch asphalt (to be installed later by others).	(\$1,193)
9. Install a new concrete foundation for new signal pole at Topeka and William.	\$6,298
10. Conduit from existing vault to pole location.	\$298
Subtotal	\$13,649
Contractor's Overhead @ 5%	\$682
Contractor's Profit @ 10%	<u>\$1,433</u>
Grand Total	\$15,764

This change order is necessary because if the work required under the original construction documents were to be performed as specified, it would have to be torn out and reworked as part of the street modifications scheduled for early next year under a separate contract. Making the modifications and performing the work now to coordinate with what will be done next year saves the City money over all.

Financial Considerations: The budget for the Douglas Place Development currently includes \$399,587 of unencumbered funds. The original contract amount is \$4,731,600. This change order, plus previous change orders totals \$366,796, which represents 7.75% of the original contract amount and is within the 10% limit set forth by City Council policy. Funding is available within the existing project budget.

Legal Considerations: The Law Department has approved Change Order No. 16 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 16 and authorize the necessary signatures.

Attachments: Change Order No. 16 and pricing quote sheets.

**To: Key Construction, Inc.****Project: Douglas Block Parking Garage****Change Order No.: Sixteen (16)****Project No.: 435472****Purchase Order No.: 240032****OCA No.: 50/50 to 792574 & 792575****CHARGE TO OCA No.: 50% to 792574****PPN:****50% to 792575****Please perform the following extra work at a cost not to exceed****\$15,764.32**

Additional Work: Make changes to paving along William Street and install a new signal pole base per the request of City Engineering Staff and Ruggles & Bohm, civil engineers.

Reason for Additional Work:

The City has decided to resurface William Street adjacent to the project using funds remaining in the project budget at the conclusion of construction. Some repairs to William Street adjacent to the project site were anticipated and included in the construction contract due to expected damage related to construction activity. However, now due to the City's plan to resurface William, the work to be done by the general contractor has been expanded so that the final street resurfacing will be of consistent quality from curb to curb. One example of this is that an exploratory excavation exposed an old brick street below the existing asphalt, and the City Engineer determined that the brick must be removed and replaced with a standard rock base for consistent quality. This unexpected expense has added to the cost. Also the paving area has been expanded, ADA ramps have been changed, etc. In addition, a new base must be installed for the signal pole at the NW corner of Topeka and William to accommodate a new signal pole with a long horizontal arm.

Item	Negot'd/Bid	Qty	Unit Price	Extension	Price
1.5 hrs. additional surveying	Negotiated			Lump Sum	\$180.00
76 LF additional sawcutting	Negotiated			Lump Sum	\$456.00
Additional demo of concrete, asphalt, subgrade and pavers	Negotiated			Lump Sum	\$2,650.00
Add 61 SY crushed rock base	Negotiated			Lump Sum	\$620.68
Add 61 SY base asphalt paving	Negotiated			Lump Sum	\$2,013.00
Add 160 LF edge milling for transition	Negotiated			Lump Sum	\$1,760.00
Add new ADA ramps at corner	Negotiated				\$565.58
Delete 159 SY of 2" asphalt (To be installed later by others)	Negotiated				(\$1,192.50)
Concrete pole foundation, bolts, etc.	Negotiated				\$6,298.00
Conduit from existing vault to pole loc.	Negotiated				\$298.00
Subtotal					\$13,648.76
Key Overhead @ 5%					\$682.44
Key Profit @ 10%					\$1,433.12
Grand Total					\$15,764.32

Douglas Block Parking Garage
Change Order 16
Page 2

CIP Budget Amount:	\$7,570,000.00	Original Contract Amt.: \$4,731,600.00
Consultant: WDM Architects		Current CO Amt.: \$15,764.32
Total Exp. & Encum. To Date: \$7,161,647.67		Amt. of Previous CO's: \$351,037.25
CO Amount: \$15,764.32		Total of All CO's: \$366,601.57
Unencum. Bal. After CO:	\$392,588.01	% of Orig. Contract / 10% Max.: 7.75%
		Adjusted Contract Amt.: \$5,098,201.57

Recommended By:

Approved:

Edward Martin Date
Project Manager

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved:

Scott Casebolt Date
Project Manager, Key Const.

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

Approved:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest:

City Clerk Date

ORDINANCE NO. 49-389

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ.* (**Building Facade Improvement 1525 E. Douglas**)

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, and Ordinance No. 49-035 of the City of Wichita, Kansas (the “City”), adopted on July 17, 2011 (the “Original Assessment Ordinance”), the Governing Body of the City has levied special assessments against certain property in the City in connection with the **Building Facade Improvement 1525 E. Douglas** (the “Improvements”) at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements; and

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in Exhibit A to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements; and

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land. All other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

SECTION 2. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments during the prepayment period authorized by the Original Assessment Ordinance, the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on November 6th, 2012.

APPROVED by the Mayor on November 6th 2012.

CITY OF WICHITA, KANSAS

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

EXHIBIT A

Building Facade Improvement 1525 East Douglas

Property Subject to Assessment	Amount of Assessment
Lots Two Hundred and Eleven (211), Two Hundred and Thirteen (213), Two Hundred and Fifteen (215), Two Hundred and Seventeen (217); and Lot 209 EXCEPT the west 2.27 feet of said Lot 209, on Douglas Avenue, all in Knight's Addition to the City of Wichita, Sedgwick County, Kansas.	\$499,593.00

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Amendments to Section 11.68.111 pertaining to parking permits for events at Century II Performing Arts & Convention Center

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve amendments to Section 11.68.111 pertaining to parking permits for events at Century II Performing Arts & Convention Center.

Background: The current municipal code allows for parking permits to be distributed to specific clients requesting to park in the large lot south of the Downtown Library and directly east of Expo Hall without depositing money into the meters. With the increased activity at Century II over the past several years, the verbiage in the municipal code needs to be updated to include more lots surrounding Century II without restricting this benefit to a certain clientele.

Analysis: In order to remain competitive with other facilities around the state of Kansas, Century II staff needs the ability to negotiate with clients to provide them and/or their patrons the ability to park in metered lots immediately surrounding Century II without the worries of depositing money in the meters throughout the course of a day. Century II staff worked with the Legal Department and representatives from the Wichita Police Department to create a larger defined area with accessibility to all Century II entrances and a mutually agreed upon permit. The acceptable parking areas are now bounded by the south curb line of Douglas Avenue, the Arkansas River, the Kellogg Flyover, and the west curb line of Main Street. The new permit must include the appropriate date(s) and time(s), must be displayed on the dashboard of the vehicle, and may only be issued to clients and patrons where a lease agreement has been fully executed with the City of Wichita, Kansas.

Financial Considerations: In most situations, the clients and patrons are charged a flat fee comparable to or more than would be paid at an individual meter. Instead of the money being collected at the meters, the money is collected through appropriate accounting procedures at Century II.

Legal Consideration: The Law Department has prepared and approved as to form the proposed ordinance amendment.

Recommendations/Action: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachments: Proposed ordinance amendment

First Published in the Wichita Eagle on November 23, 2012

OCA 112000

9/18/2012

ORDINANCE NO. 49-391

AN ORDINANCE AMENDING SECTION 11.68.111 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING PERMITS FOR CENTURY II EVENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.68.111 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Permit Parking for Century II Events.** (a) The Division of Arts and Cultural Services Manager or his or her designee is authorized to issue permits designed in such fashion as is acceptable to the police department which would entitle the holder thereof to use certain parking metered spaces within an area bounded by the south curb line of Douglas Avenue, the Arkansas River, the Kellogg Flyover, and the west curb line of Main Street without the necessity of depositing a coin in the meter located at such space.

(b) Exceptions. Such permits shall apply only to metered spaces within City-owned or leased lots within the area designated in subsection (a) and shall not allow the use of metered spaces on the street on public streets or within the parking lot abutting and directly to the south of the Central Branch Library without payment. The issuance of said permits shall be limited to participants of events taking place at Century II pursuant to a lease agreement with the City of Wichita and commensurate with the terms of such lease agreement. The effective date(s) and time(s) shall be clearly stated on the face of the permit, which must be displayed on the dashboard of the vehicle occupying the metered space. A vehicle parked or standing in a metered

space during any time outside the effective date(s) and or time(s) on the face of the permit shall be subject to a citation for meter violation on a city lot and punished as set forth in Section 11.92.040(2) of this code.”

SECTION 2. The original of Section 11.68.111 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of November, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in the Wichita Eagle on _____

DELINEATED

9/18/2012

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.68.111 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING PERMITS FOR CENTURY II EVENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.68.111 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Permit ~~Municipal parking lot No. 1. Parking for Century II Events.~~** ~~In that portion of municipal parking lot No. 1 lying south of English Street and west of Main Street, the director of community facilities~~ (a) The Division of Arts and Cultural Services Manager or his or her designee is authorized to issue permits designed in such fashion as is acceptable to the police department which would entitle the holder thereof to use ~~any~~ certain parking metered spaces ~~in the above described portion of lot No. 1~~ within an area bounded by the south curb line of Douglas Avenue, the Arkansas River, the Kellogg Flyover, and the west curb line of Main Street without the necessity of depositing a coin in the meter located at such space;

(b) Exceptions. Such permits shall apply only to metered spaces within City-owned or leased lots within the area designated in subsection (a) and shall not allow the use of metered spaces on the street on public streets or within the parking lot abutting and directly to the south of the Central Branch Library without payment. ~~Provided, that t~~ The issuance of said permits shall be limited to participants of international, national, state or regional conventions of any corporation, association, club or society meeting if such meeting is a convention of record as

~~recorded by the International Association of Convention Bureaus or such other rating authority as is determined valid~~ events taking place at Century II pursuant to a lease agreement with the City of Wichita and commensurate with the terms of such lease agreement. The effective date(s) and time(s) shall be clearly stated on the face of the permit, which must be displayed on the dashboard of the vehicle occupying the metered space. A vehicle parked or standing in a metered space during any time outside the effective date(s) and or time(s) on the face of the permit shall be subject to a citation for meter violation on a city lot and punished as set forth in Section 11.92.040(2) of this code."

SECTION 2. The original of Section 11.68.111 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: New Recreation Division Software for Activity Registration System (All Districts)

INITIATED BY: Information Technology (IT) and Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the contract and funding.

Background: Since the mid 1990s, Class software has been in use for Activity Registration management in the Park and Recreation Department. In 2010, the Recreation Division was reorganized and in 2011 a Strategic Plan was adopted. As part of the Strategic Plan, the Recreation Division determined that a software upgrade was essential to provide more functionality and cost effectiveness. The existing software does not provide these functions and is not upgradeable. In 2012, a Request for Proposal (RFP) was issued for a system that would provide Park and Recreation with software that met the requirements of its strategic planning. Six responses were received and three companies were interviewed by the Staff Screening Selection Committee (SSSC). The SSSC selected Rec1 due to the innovation and related knowledge demonstrated during the selection and interview process. Rec1's capabilities directly correlate to those requirements of the Recreation Division's Strategic Plan.

Analysis: In order to meet customer demands, it was determined that modern software providing on-line registration, athletic team management, point of sale and mobile communication capabilities be reviewed and purchased. Rec1 was chosen as it has all of the features that the Recreation Division needs. Rec1 demonstrated its ability to run statistical reports needed in the areas of accounting, marketing and recreation programming. The system will offer the customer the convenience of on-line registration and therefore diminish on-site registrations. This system will also allow the customer the opportunity to register earlier. The transition to on-line registration typically increases registration numbers and revenue by at least 15% according to information from other agencies that have made the transition.

Financial Consideration: \$15,000 annual fee with a \$10,000 initial one-time set up fee for a total of \$25,000 from the Information Technology Software Replacement Fund (\$15,772) and Park and Recreation Operating Budget (\$9,228).

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract, approve the funding and authorize the necessary signatures.

Attachments: Rec1 Software Contract.

CONTRACT
for
Software for Park & Recreation
BLANKET PURCHASE ORDER BP240101

THIS CONTRACT entered into this 18th day of September, 2012, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and Cirilian, Inc., d/b/a Rec1, 12460 Crabapple Rd., Alpharetta, GA 30004, Telephone Number (800)335-1863 x501 hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for Software for Park & Recreation (Formal Proposal – FP240009); and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP240009, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP240009, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** a not to exceed fee of \$15,000.00 (Base Annual Rate) for the initial term of the agreement as per the proposal, plans, specifications, addenda, Exhibit B and Contractor's proposal of April 15, 2012 and as approved by the City Council on September 18, 2012. **CITY** agrees to redetermine the Base Annual Rate per the terms of Exhibit B for additional terms of the agreement as determined by the **CITY**. In no event shall amounts paid under this Contract exceed \$15,000 for the first term of this Contract. **VENDOR** shall be compensated monthly. All amounts owed to **VENDOR** hereunder are fully-earned upon acceptance of the services or other charged amounts hereunder.

3. **Term.** The term of this contract shall be for a one (1) year period with options to renew for two (2) additional one (1) year periods upon mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall indemnify, defend and hold the **CITY** harmless against all suits, claims, obligations, liabilities, actual damages and expenses for any liability based upon, arising out of or resulting from any liability that City suffers in connection with any errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract. To the extent allowed by the Kansas Tort Claims Act, **CITY** agrees to indemnify, defend and hold harmless **VENDOR** and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, based upon, arising out of or resulting from any liability that **VENDOR** suffers in connection with the use by **CITY** or its agents, employees or affiliates of the **VENDOR** system or failure to safeguard information that is produced by the **VENDOR** system. Neither party shall be responsible for payment of any amount or any damages in excess of such amount actually incurred or suffered by the indemnified party.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

Technology Liability - \$1,000,000 Per Claim/\$1,000,000 Aggregate
General Liability/Auto - \$1,000,000 Per Claim/\$2,000,000 Aggregate
Comprehensive General Liability - \$1,000,000 Per Claim/\$2,000,000 Aggregate
Workers' Compensation – statutory requirements

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Vendor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the vendor or **VENDOR** represents that he or she is duly authorized by the vendor or **VENDOR** to execute this contract, and that the vendor or **VENDOR** has agreed to be bound by all its provisions.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

Cirilian, Inc. d/b/a Rec1

Gary E. Rebenstorf
Director of Law

Signature

Print Name

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

- 1. Rates of Payment.** The Base Annual Rate for the initial term shall be \$15,000.00, billed monthly in equal installments in arrears. The CITY shall do a rate determination escalation and de-escalation prior to renewal for additional annual terms. If the trailing 12 month revenue collected through **VENDOR'S** online registration and services is at least \$250,000 greater than the annual revenue collected by CITY during the annual term prior to the expiring term, the CITY shall increase the annual fee payable to **VENDOR** in \$2,500.00 increments for every additional \$250,000.00 increase in revenues for those services provided by the **VENDOR**. If the trailing 12 month revenue collected through **VENDOR'S** online registration and services is at least \$250,000 less than the annual revenue collected by CITY during the annual term prior to the expiring term, the CITY shall decrease the annual fee payable to **VENDOR** in \$2,500.00 increments for every additional \$250,000.00 decrease in revenues for those services provided by the **VENDOR**. In no event shall fees exceed \$15,000 for the initial term of the agreement. In the event of a contract term extension, the escalation or de-escalation procedure will be used during the extension period. The escalation or de-escalation will apply to the current Base Annual Rate which will be paid on a monthly basis for only those months which the contract term is extended. The Contract price shall include full compensation for providing all required goods, in accordance with the required specifications as specified herein, and no additional compensation will be allowed unless otherwise provided for in this Contract.
- 2. Invoicing.** **VENDOR** shall invoice monthly for 1/12th of the Base Annual Rate. Invoices shall be submitted in arrears in acceptable detail and format that includes services performed and amount being invoiced. Invoices must reference BP240101. Payment terms are Net 30.
- 3. Engagement.** Rec1 shall serve as the exclusive provider to CITY for the services provided and as outlined in specifications, addenda, proposal submittal Exhibits and Contract. Customer engages Rec1 to perform the services as described in Exhibit B, Services Provided.
- 4. Training.** Training shall be provided upon request of the CITY and as per **VENDOR'S** proposal and as identified in 10. Services Provided, b. Training.
- 5. Custom Development.** **VENDOR** agrees to provide customized development beyond the initial ten (10) hours of organizational customization at a rate of \$100 per hour. A quote will be provided and accepted by the CITY prior to beginning work.
- 6. Notice.** Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by 1) certified or registered mail, first class, return receipt requested; or 2) email with a second, identical notice sent by first class mail with certificate of mailing; or 3) by private courier (e.g. FedEx or UPS) by second day delivery or better, with restricted delivery, or 4) personal service to the parties at the following addresses:

Karen Holmes
Division Manager, Recreation
City of Wichita, Park and Recreation Department
455 North Main, 11th Floor
Wichita, Kansas 67202
kholmes@wichita.gov

Rec1
12460 Crabapple Rd
Suite 202, #111
Alpharetta, GA 30004
Attn: Landon Schenck
lschenck@rec1.com

- 7. Ownership and Remedies.** CITY agrees that it has no right, title interest of ownership in, or to, the software, website or portal utilized by VENDOR to provide 10. Services Provided, or any of its components, programming code or data structures, images or functions or any copies of modifications of the software, User Manuals, or any components, code or data structures thereof or in the software (collectively, the "Software") except to the extent that VENDOR grants the right to use the Software. The Software shall remain at all times VENDOR'S sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions or options and any other related items requested by CITY and implemented by VENDOR, it being hereby expressly acknowledged and agreed that such changes, customizations, functions, options and items are and shall be the sole and exclusive property of VENDOR and the CITY shall have no right or claim to such changes, customizations, functions, options or items or any compensation whatsoever related thereto. CITY shall not reproduce or copy any Software or portion thereof without VENDOR'S prior written consent. The obligations set forth in this paragraph shall survive the termination, cancellation or expiration of this Contract for any reason whatsoever. The obligations set forth in this paragraph shall survive the termination, cancellation or expiration of this Agreement for any reason whatsoever. CITY agrees that, in the event of a breach or threatened breach by CITY of the provisions of this Agreement, VENDOR shall be entitled to terminate this Agreement upon written notice and to both a temporary and permanent restraining order and a preliminary injunction, or other similar remedy, restraining CITY or any affiliate, officer, agent or assignee from violating the terms of this Agreement. CITY specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by VENDOR as a result of a breach of any of the provisions of this Agreement. Such remedies are non-exclusive and shall be in addition to any other remedy available to VENDOR at law or in equity. The legal remedies described above, if pursued, shall be obtained at VENDOR'S sole and ultimate expense.

- 8. Warranty.** VENDOR expressly warrants that the goods/services covered by this Contract performed hereunder shall conform to the descriptions contained in this Contract and will be performed in a professional manner according to generally accepted industry standards. VENDOR is absolutely committed to providing the highest quality software on the market. If the City determines that some functions/capabilities within the REC1 software are not performing up to required specifications, VENDOR will make the necessary correction to those modules per the City's request. While VENDOR does not guarantee that it will implement any and all new enhancement and module requests, it is important to VENDOR that the features that VENDOR does implement perform as designed.
- 9. Title to Data.** All materials, documents, data or information obtained from the CITY data files for any CITY medium furnished to the VENDOR in performance of this Contract will remain the property of the CITY. Such data or information may not be used or copied for direct or indirect use by the VENDOR after completion, termination or expiration of this agreement. VENDOR agrees to maintain the confidentiality of all CITY records pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by VENDOR and VENDOR'S staff, agents and employees.
- 10. Services Provided.** VENDOR agrees to perform all work under the specifications, proposal, addenda, contract and Exhibits to the CITY'S satisfaction. VENDOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by VENDOR under this agreement.
- a. Access –VENDOR hereby grants a non-exclusive license during the term of the Contract for the CITY and patrons of the CITY recreational programming to access, use and display VENDOR'S online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 95%. The Portal is accessible via the public internet from any PC with an internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
 - b. Training – VENDOR agrees to provide up to five (5) hours of remote training per year to CITY personnel at no additional charge.
 - c. Online Registration – the VENDOR registration engine through which the Portal is accessed can be integrated with CITY'S website. VENDOR will format a registration page to match the colors and theme of the rest of CITY'S website. CITY would then display a link on its own page that would seamlessly redirect the user to a secure page on the VENDOR server.
 - d. Documentation – All VENDOR startup and user guides are maintained electronically in the system and can be accessed through the "Help Center" from within VENDOR software. VENDOR does not provide paper copies of its guides and help files.

- e. Data Backups – VENDOR currently performs backups daily of all of its data (6:00 AM Eastern). In case of emergency, VENDOR may restore data to the point of the previous backup.
- f. Enhancements – New features will be added to software throughout the term of this Contract. CITY will have full access to all of these new features without additional charge. CITY is also encouraged to submit change requests as they see opportunities for improvement. VENDOR will attempt to implement any and all changes that improve the value of software to all of our customers at no charge. Thereafter, CITY will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- g. Customer Support – VENDOR shall provide an online utility for problem reports and change requests. CITY may also reach VENDOR by phone at 1-800-335-1863 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time, Monday through Friday excluding nation holidays. Email support is also available at support@rec1.com. After-hours support is often available but is not guaranteed. Emergencies will be handles as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule.
- h. Data – In the event the CITY no longer wishes to use software, VENDOR will export Customer data based on a requested format (in most cases). If the data exporting request is initiated by CITY, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- i. Modules: Software modules will be provided as outline in VENDOR'S PROPOSAL including, but not limited to In-House Activity Registration, Online Activity Registration, Facility Reservations/Admin Bookings, Reporting, League Management, Activity/Membership Check-In, Instructor Management, Point-of-Sale, Membership Management, Group Permissions and Support. Additional modules provided through upgrades or upon mutual agreement of the parties may be added or included through upgrades or amendments to the Contract, as applicable.
- j. CITY Staff Availability – City staff and expertise will be provided as per the specifications and proposal for assistance with Interface/Data Requirements, Basic Account Setup and Manager Training. Training shall be provided as per the cost proposal and schedule dictated by the City of Wichita Park & Recreation Department mutually agreed upon by VENDOR.
- k. Security – VENDOR shall take all reasonable steps to ensure software avoids/withstands attacks against common web application security vulnerabilities. VENDOR shall maintain PCI compliance.
- l. **Fees Separate from 1. Rates of Payment –**
 - a. **Merchant Processing** - VENDOR will not charge ongoing merchant processing fees to CITY. Merchant Processing will be interface with the software but fees shall be billed directly to CITY through their existing 3rd party agreement. VENDOR will charge CITY a one- time fee of \$2,500.00 for interface development with CITY specified payment gateway.
 - b. **Performance Series Interface** -VENDOR software will integrate with Performance Series financial package. VENDOR will charge CITY a one-time fee of \$7,500.00 for interface development and integration.

- c. **Optional Additional Onsite Training and/or Data Migration** - \$1,000 per day, per resource flat fee for Onsite Meeting/Work. Round Trip travel reimbursement to be provided per resource, rental car plus fuel, hotel accommodations per resource and per diem as per Federal established per diem rates.
- d. **Offsite Data Migration** – VENDOR shall provide data transformation from existing system. Data migration to be billed at \$100 per hour, not to exceed a total of \$10,000. CITY shall be billed only for time rendered on a per hour basis.
- e. **Training** – Five (5) hours of training shall be provided annually. Additional training shall be provided on a schedule determined by the CITY not to exceed a total of \$10,000. Training shall be billed only for time rendered on a per hour basis of \$100.

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Create New Pocket Park and Accept American Association of Retired Persons (AARP) Donated Funds to Build the Park (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the creation of a new park and accept the donation.

Background: Schweiter, Schweiter East and Sunnyside, three established neighborhoods in Southeast Wichita, have formed a coalition known as the Tri S. These neighborhoods have come together to strategize about how to improve conditions throughout the area, including but not limited to, traffic flow, walkability, and additional park space. The Tri S organized public meetings and received a donation from the national organization AARP to bring in expert speakers to help them understand and plan improvements to their neighborhood.

One of the concepts the organization set as a priority was the creation of a new park at the north end of the Sunnyside neighborhood at Kellogg Drive, between Estelle and Volutsia. The Tri S presented the idea to the Board of Park Commissioners at its September meeting. At that time, the Tri S informed the Park Board that AARP had approved a donation in the amount of \$15,000 to help start the new park.

Analysis: The land identified for this new park is already owned by the City of Wichita. The Park and Recreation Department already pays a contractor to maintain the land at the same level of service that most parks are mowed, so no new tax dollars will be required to purchase or maintain the new park. Funds for the park amenities such as a walking path, benches, trees, and exercise stations can be purchased with the \$15,000 donation from AARP, thus not requiring a General Fund contribution.

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>TOTAL</u>
1	Pathway 1,550 square feet @ \$5 per s/f	\$7,750.00	\$7,750.00
1	Exercise Station	\$5,800.00	\$5,800.00
1	Bench with Pad	\$1,000.00	\$1,000.00
1	Trash Receptacle	\$100.00	\$100.00
2	Trees	<u>\$250.00</u>	<u>\$500.00</u>
TOTAL			\$15,150.00

This is an important project created from the citizens who live in three well-established neighborhoods that came together to improve the quality of life.

Financial Considerations: Land is currently owned and maintained by the City, therefore no new funds will be needed. A donation of \$15,000 is sufficient to start the park and no Capital Improvement Funds should be needed in the foreseeable future.

Legal Considerations: The Law Department has approved the donation.

Recommendations/Actions: It is recommended that the City Council approve the creation of a new park, accept the donation and authorize the necessary signatures.

Attachments: Aerial photograph for subject land.



Proposed Pocket Park



Roads	
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp

City Limits	
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City
	Sedgwick
	Sedgwick County
	Unincorporated
	Valley Center
	Viola
	Wichita



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Agreement for Assessment of Water Demand and Supply (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the budget and agreement.

Background: Effective water service is essential for a healthy urban settlement of sufficient density to support a high quality of life. As a regional water provider, the City of Wichita provides water service to over 140,000 residential, commercial, and wholesale customers. In addition to residents of Wichita, several surrounding suburban areas, eight other incorporated communities, two rural water districts and McConnell Air Force Base are served by the water utility. To ensure that the future water needs of these customers are met, the industry standard is to update the Water Master Plan every 10 years. While partial updates of the distribution system plan occurred in 1999 and 2006, the last comprehensive Water Master Plan that involved an in-depth review of water demand and supply alternatives was completed in 1993. The water utility began implementing the Integrated Local Water Supply as a result of the 1993 Water Master Plan. For the past 20 years, the 1993 Water Master Plan has guided the sourcing of water supply for the Wichita area, but only a small portion of that plan has been implemented.

Analysis: The Department of Public Works & Utilities uses master planning on a 50-year horizon to assure an adequate water supply. Providing too much supply, results in water rates that are higher than they need to be. Providing too little supply creates a drag on economic activity. Master plans help match the supply to the demand and provide the desired quality of service.

Whether Wichita stays on the current course started in 1993, or modifies that course, is an important question to be answered by the Water Master Plan. The City of El Dorado has proposed supplying water to the City of Wichita Water Utility. El Dorado was not considered as a potential source in the 1993 Water Master Plan. The first steps in the planning process are to predict the demand for water and evaluate options to meet that demand. As part of this work, a complete and thorough demand prediction will be completed. Rather than evaluating all possible options, ~~it is proposed to complete a thorough water demand prediction and, to keep the costs down, an abbreviated supply evaluation as the first step in developing a Water Master Plan. Rather than a comprehensive evaluation of all future supply options, the focus of this effort is to compare a City of El Dorado water utility supply source to a limited number of other water supply options. In 1972, the City of El Dorado contracted with the Corp of Engineers for the available storage in Eldorado Reservoir. A portion of this storage is not being utilized, and the City of Eldorado desires to sell their excess water, thus creating a new source option for the City of Wichita Water Utility. This study will determine under what circumstances it would be advantageous to obtain this new supply source. The study will also evaluate whether or not to expand treatment and injection capacity in the Equus Beds as indicated in the 1993 Water Master Plan.~~ *water supply options, to keep the cost down, it is proposed to complete an abbreviated water supply evaluation by including only the most likely supply options. A water supply from the El Dorado Reservoir is one of the supply options that will be evaluated. In 1972, the City of El Dorado contracted with the Corp of Engineers for the available storage in Eldorado Reservoir. A portion of this storage is not being utilized, and the City of Eldorado desires to sell their excess water, thus creating a new source option for the City of Wichita Water Utility. This study will determine under what circumstances it would be advantageous to obtain this new supply source. The study will also evaluate whether or not to expand treatment and injection capacity in the Equus Beds as indicated in the 1993 Water Master Plan.*

Evaluating supply sources is a highly specialized field requiring a high level of expertise and experience. Because the results from this study will guide the direction pursued for many decades, it is important to utilize the best available talent. This talent is being obtained through the established procurement process. The Staff Screening and Selection Committee met on August 20, 2012 to interview two groups that responded to a Request for Qualifications. Based on national expertise in all facets of water demand and supply planning, along with an in-depth knowledge of Wichita's water supply systems, the team consisting of SAIC Energy, Environment and Infrastructure, LLC (SAIC) and Professional Engineering Consultants, P.A. (PEC) was selected. This team will assist the City by performing the services required to develop and quantify future water demand and water supply options. ~~City Staff will evaluate the options developed during the study, to set the course for obtaining the optimum combination of water sources for the future.~~ *To use the funding as efficiently as possible, the specialized expertise of SAIC and PEC will be used to develop analytical tools while they are developing the water supply options. City Staff will utilize these tools to evaluate the options developed during the study, to set the course for obtaining the optimum combination of water sources. These tools will also be available to city staff for evaluation of other water supply sources as they become available in the future.*

Financial Considerations: There is \$2,000,000 available in the Water Fund to contract work of this type. The estimated cost of the work under the agreement with SAIC and PEC is \$588,531, and will be paid on a cost reimbursable basis. A breakdown of the effort and costs for the major tasks is as follows:

TASK	SAIC/PEC HOURS	COST
Data Acquisition	93	\$11,860
Predict Demand	956	\$143,920
Update and Run Water System Model	314	\$62,408
Develop Design Drought	428	\$85,690
Develop and Evaluate Five Water Sources	937	\$155,960
Financial Model Development and Training	251	\$39,784
Project Management	303	\$41,760
Expenses		\$47,149
Total	3,282	\$588,531

City staff time valued at \$100,000 will be paid for from the utility operating budget. Should the actual costs exceed the estimate; the City will be responsible for additional actual costs. In the event additional actual costs are incurred, those costs will be reviewed and verified by engineering staff and submitted to the City Council for approval.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement, approve the budget and authorize the necessary signatures.

Attachment: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC (SEE&I)

for

WATER DEMAND & SUPPLY ASSESSMENT 2013
(Project No. 448-90572)

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC (SEE&I), party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to assess the demand for water and alternatives to meet this demand; and

WHEREAS, the major components of this PROJECT will include, but not be limited to:

1. Develop current and future population data through the year 2060.
2. Describe historic demand.
3. Predict future water demand through 2060.
4. Compare predicted water demand to earlier studies (1993, 1997, 1999, 2006, 2010, and 2011).
5. Compare predicted water demand to current ability to meet this demand.
6. Develop alternatives to meet the current and future demand.

7. Develop a model to evaluate the alternatives and combinations of alternatives. This model is to be capable of comparing the net present value of multiple scenarios.
8. Train city staff on the use of the model.
9. Evaluate alternatives; and,

WHEREAS, the work will be conducted under the direction of the City Engineer or his designated representative, with milestone reviews, and the study report will be used to write portions of the next Water Master Plan; and,

WHEREAS, the following tasks are also part of this study:

1. Predict the service area population and commercial activity level during the study period.
2. Predict the overall demand for the average-day, maximum-day, minimum-hour, and peak-hour, with breakdowns for household, commercial, and wholesale demand.
3. Prepare draft report.
4. Prepare materials for public presentations.
5. Prepare final report and executive summary.
6. Prepare chapter one of the water master plan.
7. Prepare supply alternatives.
8. Model the NPV, PV, and cost per 1,000 gallons of the supply alternatives combinations.
9. Train city staff on the use of the model for future scenario evaluations by city staff.
10. Develop criteria for evaluation of alternatives.
11. Evaluate alternatives.
12. Prepare draft report.
13. Prepare materials for public presentations.
14. Prepare final report and executive summary.
15. Prepare chapter two (existing supply), three (alternatives), four (comparison of alternatives), and five (recommended actions) of the Water Master Plan; and,

WHEREAS, a detailed SCOPE OF SERVICES is attached as Exhibit A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to assess the water demand and supply options available and to perform PROJECT tasks outlined herein and in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined herein and in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY, or its authorized representative. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "D" which is attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- G. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit B; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- H. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, models, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, writings, models, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- I. The Study Report, model(s), presentation materials, Water Master Plan chapters and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the CITY. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire" under the provisions of United States copyright laws. In the event any of the works is ever determined not to constitute or qualify as a "work made for hire," ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and main-

tained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. ENGINEER shall provide CITY thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials marked or otherwise identified by CITY and so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time related charges for labor, per attached rate table shown in Exhibit "C" and direct expenses, but the total of all payments shall not exceed \$588,531 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to this PROJECT
 - 4. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

SAIC Energy, Environment & Infrastructure, LLC

(name/title)

ATTEST:

EXHIBIT A SCOPE OF SERVICES

Water Demand Study City of Wichita Public Works & Utilities/ Engineering Division (Project No. 448-90572)

Preamble

The CONSULTANT will assist the CITY in the preparation of a Water Demand Study by performing the services described herein. The level of effort required to perform any of the activities described will vary from activity to activity and it will be the responsibility of the CONSULTANT to keep the CITY apprised of Project related activities and the level of effort for all Project related services. There will be no limitations placed on the level of effort for any of the specifically described activities; however the overall level of effort, as defined in Exhibit B, shall not be exceeded without written authorization from the CITY as defined in the Agreement.

The Water Demand Study will only evaluate the following alternatives on a comparable basis:

1. Raw water from El Dorado Reservoir to the Main Water Treatment Plant
2. Raw water from El Dorado Reservoir to the ASR Phase II SWTP
3. Expansion of Treatment and Injection Capacity in Equus Beds
4. New Water Treatment Plant, with Arkansas River or Equus Beds (High Chloride) as the source water
5. Raw Water from Cheney Reservoir to the ASR Phase II SWTP

In addition, the following scope of services does not include a final report or public and stakeholder outreach. Technical memorandums will be provided for each of the following tasks of the project:

1. Summary of Demand Assessment
2. Summary of Yield Modeling
3. Summary of Economic Modeling
4. Summary of Alternatives Evaluation

Scope of Services

Specific services are divided into the following tasks:

- Task 1 – Data Acquisition
- Task 2 – Demand Assessment
- Task 3 – Existing System Modeling
- Task 4 – Alternatives Development & Evaluation

EXHIBIT A SCOPE OF SERVICES

Task 5 – Training

Task 6 – Project Management

Task 1 – Data Acquisition

Objective: Identify, gather, and/or verify CONSULTANT has final version of all pertinent input information necessary for study completion.

Activities:

1. Gather input documents from El Dorado
 - a. Black & Veatch Study – Phase I, January 2012
 - b. Black & Veatch Study – Phase II (November 2012, est.)
2. Gather input documents from CITY
 - a. Water Supply Study, Burns & McDonnell and MKEC, 1993
 - b. Customer and Water Demand Projection Reevaluation, Burns & McDonnell, 1997
 - c. Cheney Reservoir Yield Study, Burns & McDonnell, 1998
 - d. Local Wellfield Concept Development Study, Burns & McDonnell and MKEC, 1999
 - e. Water Master Plan, Black & Veatch and PEC, 1999
 - f. Concept Design Study of the Equus Beds Aquifer Recharge, Storage, and Recovery Project, Burns & McDonnell and MKEC, 2000
 - g. Final Environmental Impact Statement for Integrated Local Water Supply Plan, City of Wichita Department of Water and Sewer and Burns & McDonnell, 2003
 - h. Water Master Plan, Burns & McDonnell, 2006
 - i. Raw Water Model for Equus Beds Wellfield Line and Cheney Transmission Line, Burns & McDonnell, 2007
 - j. Letter Report, Local Wellfield Expansion – Phase 1 Horizontal Collector Well Hydrogeologic Investigation, Burns & McDonnell, 2007
 - k. Letter Report, Supplemental Water Supply Analysis to the Local Well Field Expansion, Burns & McDonnell, 2007
 - l. Final Design Report, ASR Phase II 30 MGD Surface Water Treatment Plant and Intake, CDM, 2009

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- m. Water Quality in the Equus Beds Aquifer and the Little Arkansas River before Implementation of Large Scale Artificial Recharge, South-Central Kansas, 1995 – 2005, United Geological Survey, 2010
 - n. Water Supply Plan – Modified, Burns & McDonnell (2005)
 - o. Reverse Osmosis Feasibility Study, Corollo Engineers (2003)
 - p. Chisholm Creek Water Rights Study
 - q. Cost of Service Analysis, 2011
 - r. 30 years of historic population data
 - s. Historic existing land use GIS data or map hard copies from 1990 – present, as available
 - t. Historic annual and monthly water deliveries data from 1990 – present, as available. Data to include at a minimum: total quantity, quantity by customer type (residential, commercial, industrial, wholesale), total number of customers and number of customers by customer type.
 - u. Other reasonable requests for data, maps and information as needed during the study process.
- 3. Gather input documents from US Army Corps of Engineers
 - a. El Dorado Lake Plans
 - b. Walnut River Basin, Kansas Feasibility Report – El Dorado Lake, Kansas Watershed Management Plan January 2007.
 - c. El Dorado & Corps of Engineers Contract
 - 4. Gather input documents from Bureau of Reclamation
 - a. Cheney Reservoir Plans

Deliverables:

- 1. Request for Information
- 2. Summary Memorandum of Data received

Task 2 – Demand Assessment

Objective: Develop water demand projections for 2060 conditions for the CITY water utility service area.

Activities:

- 1. Establish current service area boundary.

EXHIBIT A SCOPE OF SERVICES

2. Gather current and historic Wichita area population data. Develop historic population trends and projections for the study period.
3. Gather current and historic land use data. Establish historic development patterns and forecast future development patterns through the study period.
4. Aggregate population and development data and projections to the appropriate Census geography level (tract, block group, block, etc.).
5. Establish future service area including subarea boundaries as applicable.
6. Describe historic and forecasted population trends and development patterns through the study period.
7. Review applicable demand forecasting methodologies with the CITY to select most appropriate methodology. Methods to be considered include Per Capita Use Method, and Per Unit Usage considering fixed and variable usage amounts to take into account differences in consumption rates for different use types. Residential, non-residential and other uses will be considered.
8. Describe historic demand. To the degree allowed by available data, demand will be aggregated by customer type (residential, commercial, industrial, wholesale, etc.) and segregated by indoor/outdoor use.
9. Predict future water demand through 2060. Provide a demand envelope with high (high growth, low conservation) and low (low growth, high conservation) forecasted demands.
10. Coordinate with CITY staff to determine an acceptable amount and time period of reserve storage. The baseline for reserve storage will be 60 months of average-day demands.
11. Coordinate with CITY staff to establish acceptable shortage risks for a drought scenario with a base line risk of 5% in a design drought scenario (i.e. 95% confidence interval) or other agreed upon level of risk.
12. Predict the overall demand for the average-day, maximum-day, minimum-hour, and peak-hour. Demand predictions will be broken down by customer type consistent with work products of Task 2 Activity 7.
13. Obtain peer review of methodologies, projections and forecasts by a locally-recognized expert.
14. Compare predicted water demand to earlier studies (1993, 1997, 1999, 2006, 2010, and 2011).
15. Compare predicted water demand to current ability to meet this demand.
16. Establish the historical trend for private irrigation wells within CITY's service area to develop trend and potential impacts to demand projections.
17. Evaluate re-use alternatives to include non-potable water sales and re-routing of Gilbert-Mosley reclaimed water to demand forecasts.
18. Determine the price elasticity of demand for the CITY's service area, to be aggregated by customer type (residential, commercial, industrial and wholesale).

EXHIBIT A SCOPE OF SERVICES

19. Provide three additional variations for risk of shortage and reserve storage analysis as an OPTIONAL task to be authorized by CITY staff.

Deliverables:

1. Technical memorandum summarizing the methodologies and results of Task 2 activities, including maps, graphs and tables appropriate to depict applicable data.
2. Electronic source data in GIS and spreadsheet formats.

Task 3 – Existing System Modeling

Objective: Validate existing RESNET model's ability to simulate existing system performance. Expand RESNET to include potential alternatives such as El Dorado Reservoir.

Activities:

1. Determine current data used by model for system sizes, capacities, evaporation rates, delivery priorities, supply and demand. Review data with CITY staff for appropriateness.
2. Make baseline runs of current conditions to verify model correct operation.
3. Add possible projects to model. Run projects of various sizes to determine maximum reasonable yields.
4. Work with CITY staff to determine what scenarios are of highest interest. Add basic user input interface to model using forms and macros within Access. Allow user to select basic scenarios. This will include the ability to change system supplies, demands, and capacities, and perhaps other features, depending on the CITY'S preference and the ability to incorporate it into the existing model.
5. In consultation with CITY staff, add basic user output interface that allows user to select standardized tables and graphs. This will include reservoir contents, demand, supply and/or shortage.
6. Make a suite of runs to determine basic sensitivity of system yield to variations in physical hydrology. This will be accomplished by altering model inflows, but will not include water rights analysis.
7. Develop model user's manual describing each of the above activities. The manual will focus on user-level information rather than developer level documentation.
8. *Develop extended input data sets based on surrogate data, downscaled global climate models, or other stochastic modeling techniques to assist in*

EXHIBIT A SCOPE OF SERVICES

developing the design drought are included as an OPTIONAL task to be authorized by CITY staff.

Deliverables:

1. Technical Memorandum summarizing Yield Modeling
2. RESNET model capable of simulating the current system for current and future conditions;
3. RESNET model with basic input/output screens so that the model can be run without going to a DOS window;
4. RESNET model with no less than six predefined output tables and graphs, developed in Microsoft Access®. Export feature compatible with Crystal Reports, if reasonably possible.
5. RESNET model that contains the model components for up to five additional water supply projects.
6. System yields from runs of the baseline and potential projects scenarios.
7. Model documentation in a searchable, electronic format.
8. 24 hours of model training.

Task 4 – Alternatives Development & Evaluation

Objective: The objective of Task 4 is to evaluate the following alternatives on a comparable basis:

1. Raw water from El Dorado Reservoir to the Main Water Treatment Plant
2. Raw water from El Dorado Reservoir to the ASR Phase II SWTP
3. Expansion of Treatment and Injection Capacity in Equus Beds
4. New Water Treatment Plant, with Arkansas River or Equus Beds (High Chloride) as the source water
5. Raw Water from Cheney Reservoir to the ASR Phase II SWTP

This includes consideration of myriad issues, including (but not limited to) capital and O&M costs; firm yield; schedule; technical feasibility; and regulatory and environmental requirements.

Activities:

1. Develop definition document for above-listed alternatives.

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2. Utilize existing calibrated RESNET model to evaluate the firm yield of the listed alternatives.
3. In conjunction with CITY staff, develop preliminary evaluation criteria, and sub-criteria that will address such items as the following:
 - a. Schedule
 - b. Cost (capital as well as operation & maintenance)
 - c. Financial requirements (e.g., debt coverage)
 - d. Technical feasibility
 - e. Constructability
 - f. Operation and maintenance requirements
 - g. Environmental impacts
 - h. Regulatory requirements
 - i. Permitting requirements
 - j. Public acceptance
 - k. Institutional constraints
4. Develop conceptual level engineering for all above listed alternatives.
5. Prepare estimated costs for above-listed alternatives.
6. Develop an economic model to assess costs for above-listed alternatives. The model will be capable of comparing each alternative based on metrics meaningful to the project evaluation as agreed upon with CITY staff in advance. These metrics *might* include:
 - a. Capital Metrics
 - i. Total nominal capital expenditure
 - ii. Total nominal capital expenditure per unit volume of firm yield
 - iii. Present (i.e., discounted) value of total capital expenditure
 - iv. Present (i.e., discounted) value of capital expenditure per unit volume of firm yield
 - b. Life-Cycle Metrics
 - i. Present (i.e., discounted) value of capital expenditures as well as operations and maintenance costs over the planning period or useful life of the facilities
 - ii. Present (i.e., discounted) value of capital expenditures as well as operations and maintenance costs over the planning period or useful life of the facilities per unit volume of firm yield
7. Identify implementation issues associated with each of the above-listed alternatives.

Deliverables:

EXHIBIT A SCOPE OF SERVICES

1. Technical memorandum summarizing economic modeling results for short-listed alternatives.
2. A copy of the economic model in Microsoft Excel® format as well as training for CITY staff on the use of the model.
3. Technical memorandum summarizing the results of the alternatives development and evaluation of the above-listed alternatives.

Task 5 - Training

Objective: Prepare and execute plan to train CITY staff on the use of the models that were utilized to conduct this study.

Activities:

1. Prepare model documentation and training materials for all models used for the study.
2. Train CITY staff on use of system operations model – assume all day workshop with CITY staff.
3. Train CITY staff on the use of economic evaluation model – assume all day workshop with CITY staff.
4. Conduct future training for CITY staff as needed, up to 5 days.

Deliverables:

1. Documentation for system operations model.
2. Documentation of economic evaluation model.
3. Training materials for system operations model.
4. Training materials for economic evaluation model.

Task 6 – Project Management

Objective: Provide overall project management and coordination and maintain communications with the CITY.

Activities:

1. Prepare a project management plan which addresses the following:
 - a. Scope of work

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- b. Resource allocation
 - c. Budget
 - d. Schedule
 - e. Organization and staffing
 - f. Project controls
 - g. Change management
 - h. Communications
 - i. Quality Control
 - j. Project close-out
- 2. Coordinate activities of all project team members
 - 3. Prepare monthly status reports
 - 4. Maintain project documentation
 - 5. Close-Out Project
 - a. Transmit project deliverables.

Deliverables:

- 1. Project Management Plan
- 2. Monthly Status Reports

City of Wichita, KS
Water Demand Assessment Supply Assessment 2013
 (Project No. 448-90572)

Schedule

TASK NAME	November		December			January			February			March			April							
	16-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec	6-Jan	13-Jan	20-Jan	27-Jan	3-Feb	10-Feb	17-Feb	24-Feb	3-Mar	10-Mar	17-Mar	24-Mar	31-Mar	7-Apr	14-Apr	21-Apr
Notice to Proceed	★																					
			November 16, 2012																			
Data Acquisition																						
Demand Assessment																						
Existing System Modeling																						
Alternative Evaluation																						
Training																						
Project Management																						

Schedule completion is based on a November 6th, 2012 Notice to Proceed. Any delay in this NTP date will delay the completion date accordingly.

Exhibit C

**City of Wichita, KS
Water Demand & Supply Assessment 2013
(Project No. 448-90572)**

**Rate Schedule
10/15/2012**

	<u>Rate</u>
Andrea Cole	\$170.00
J. Thomas Jacobs	\$283.00
Lynn Moore	\$165.00
Jeff Schulz	\$288.00
Steve Miller	\$185.00
Paul Johnson	\$165.00
Tara Hickey	\$192.00
Lou Portillo	\$243.00
Sarah Unruh	\$144.00
Grant Rabon	\$192.00
Scott Dunakey	\$134.00
Clare Paul	\$124.00
Steve Gorszczyk	\$103.00
Joe Navera (Staff Engineer)	\$115.00
Sheldon Bina	\$97.00

Exhibit C

**City of Wichita, KS
Water Demand & Supply Assessment 2013
(Project No. 448-90572)**

**Rate Schedule
10/15/2012**

	<u>Rate</u>
Joe Farah (Staff Analyst)	\$102.00
Josh Sullard Technician	\$93.00
Denice Bruce	\$103.00
Nichole Levinson	\$93.00
Ericka Hauser Administrative	\$82.00

The rates shown above are effective for services from 2012-2013.

EXHIBIT "D"

**REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS
STATEMENT FOR CONTRACTS OR AGREEMENTS**

CITY OF WICHITA, KANSAS
WATER DEMAND & SUPPLY ASSESSMENT 2013
(Project No. 448-90572)

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ending September 30, 2012

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the transactions and adjustments that will be reflected in the Comprehensive Annual Financial Report for the fiscal year.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, tax abatements, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended September 30, 2012.

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: PUD2012-00002 – Create Planned Unit Development PUD #38, Indian Hills Planned Unit Development, on property zoned B Multi-family Residential (“B”), generally located south of 13th Street North and east of Meridian Avenue (2425 W. 13th Street North). (District VI)

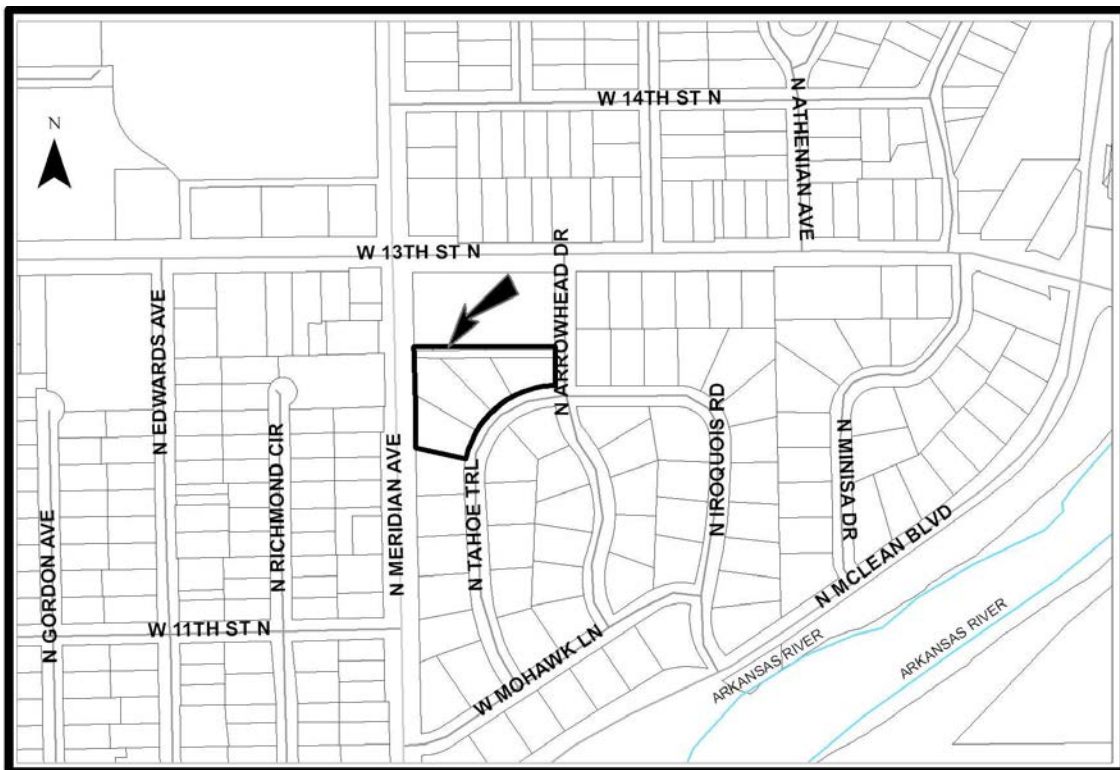
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

DAB Recommendation: Approve subject to revisions: Uses shall be restricted to those allowable by right in the (NR) Neighborhood Retail Zoning District plus outdoor storage, display and warehousing ancillary to uses occurring on Lot 1 of the Indian Hills 2nd Addition and Parcel 1 of the PUD2012-02 application area; and, require solid screening along the Tahoe Trail tree line in lieu of or in conjunction with the existing tree line (7-0).

MAPC Recommendations: Approve, as submitted (10-0).

MAPD Staff Recommendations: Approve, as submitted.



BACKGROUND: The applicants propose replacing the currently B Multi-family Residential (“B”) zoning on this platted property with the proposed PUD #38, the Indian Hills Planned Unit Development (“PUD”), see the attached PUD document. The applicants’ site is platted urban scale residential lots along North Tahoe Trail; the site is used as parking for the commercial development to the north. The applicant now desires to develop this site with indoor storage, outdoor storage and display for the hardware store north of this site, and provide additional building space for lease to contractors for offices and storage. The applicants’ proposed PUD shows the existing and proposed development, proposed development standards and uses.

North of the application area is the LC Limited Commercial (“LC”) zoned Indian Hills shopping center fronting on 13th Street North. South and east of the site is an SF-5 Single-family Residential (“SF-5”) zoned single-family neighborhood. West of the site is B zoning with multi-family development and TF-3 Two-Family Residential (“TF-3”) zoning with single and two-family development.

The applicants’ propose that all uses by right in the GC General Commercial (“GC”) zoning district be permitted with the following exceptions: Auditorium or Stadium, Cemetery, Correctional Placement Residence Limited and General, Day Care, Golf Course, Hospital, Recycling Collection Station Private and Public, Recycling Processing Center, Reverse Vending Machine, Bed and Breakfast Inn, Car Wash, Funeral Home, Hotel or Motel, Kennel, Marine Facility Recreational, Microbrewery, Monument Sales, Nightclub, Recreation in the City – Indoor and Outdoor, Recreational Vehicle Campground, Rodeo in the City, Riding Academy or Stable, Sexually Oriented Business, Tattooing and Body Piercing Facility, Tavern or Drinking Establishment, Vehicle and Equipment Sales, Asphalt or Concrete Plant, Vehicle Storage Yard, Pawnshop, and offices that accept paycheck or car titles as security for loans.

Signage is limited to the NO Neighborhood Office (“NO”) district limitations with one 96-square foot, 16-foot tall monument sign along Meridian. The following signs are prohibited: billboards, off-site, portable, animated, flashing, moving, interior window display, banners, commercial balloons, commercial flag, pennant, electronic message, roof and temporary. Building signs are prohibited on the south and west building facades.

Proposed setbacks are 35 feet; parking is to be provided per the UZC. Light poles are limited to 15 feet in height and shielded downward. Utilities are to be installed underground. Landscaping is required per the City Landscape Code. All screening is required per the UZC. Mature trees along Tahoe Trail will be maintained and used towards the landscaping and screening requirement. Buildings in the PUD shall share architectural character, color and texture, and shall be primarily earth-tone colors. Outdoor display is prohibited within 50 feet of the south or west property lines, outdoor storage shall only be where noted on the PUD document.

Analysis: At the MAPC meeting held September 20, 2012, the MAPC voted (10-0) to approve the PUD request. No citizens spoke at the MAPC hearing regarding this request. District Advisory Board (DAB) VI heard this request on September 19, 2012. The DAB voted to approve subject to the following revisions: uses shall be restricted to those allowable by right in the (NR) Neighborhood Retail Zoning District plus outdoor storage, display and warehousing ancillary to uses occurring on Lot 1 of the Indian Hills 2nd Addition and Parcel 1 of the PUD2012-02 application area; and, require solid screening along the Tahoe Trail tree line in lieu of or in conjunction with the existing tree line (7-0). One neighboring property owner spoke at the DAB hearing voicing concern with more trash dumpsters being visible from her home, noise associated with trash pick-up at early morning hours, and adequate screening. No protests were received during the two-week protest period following the MAPC hearing.

Following the MAPC hearing, the applicant indicated to Planning Staff that they would be willing to also eliminate the following uses: Convenience Store; drive-through for a Restaurant; Service Station; Manufacturing, Limited and General; Welding or Machine Shop; and by Conditional Use: Gas and/or Fuel Storage and Sales. The applicant indicated that he would be willing to restrict Vehicle Repair, Limited to motorcycle service and accessory sales.

Financial Considerations: There are no financial considerations associated with the PUD request.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1) Adopt the findings of the MAPC and approve PUD #38 as submitted, based upon the findings found in the staff report, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority vote required); 2) approve the request subject to the DAB VI recommendation by making alternate findings (two-thirds majority vote required); 3) deny the request by making alternate findings (two-thirds majority vote required) or 4) return the application to the MAPC for further consideration (simple majority vote required).

Attachments:

- PUD Document
- Ordinance
- DAB Memo
- MAPC Minutes

ORDINANCE NO. 49-393

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2012-00002

Zone change request from B Multi-family Residential ("B") to PUD #38, Indian Hills Planned Unit Development on properties describes as:

LOTS 2-5 & ½ VAC ALLEY ADJ ON N EXC 20 FT TO CITY BLOCK 1 INDIAN HILLS 2ND ADD.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 20th day of November, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: PUD2012-00002
Request for a Planned Unit Development from property currently zoned as "B" Multi Family Residential, generally located south of 13th St. N and east of Meridian Avenue. 2425 W. 13th Street North.

DATE: September 20, 2012

On Wednesday September 19, 2012 the District V Advisory Board (DAB) considered Request for a Planned Unit Development from property currently zoned as "B" Multi Family Residential, generally located south of 13th St. N and east of Meridian Avenue. 2425 W. 13th Street North.

The members were provided the MAPD staff report for review prior to the meeting. *Jess McNeely, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- How much parking would there be in the back?
- Why is there more sq. footage listed than going to be used on this site?
- Were the neighbors notified?
- Since the existing trees were trimmed, will you be planting more shrubs?
- Do these trees meet the screening requirement?
- What is the plan for the trash companies, will each tenant have a different company do pick-up?
- I don't believe it's necessary for a lighted sign.
- Meridian is sometimes used as a shortcut which may increase traffic.
- Requesting this for General Commercial, does the applicant want to make sure he has other services available for use on this site?

One (1) member of the public spoke on this request stating she is concerned with looking at more trash dumpsters from her home and hearing trash companies coming to pick-up the trash at very early hours of the morning. If it is not adequately screened she will have to deal with this.

******Action:** The District VI Advisory Board made a motion to recommend to City Council

Approval (7-0) of PUD2012-02 subject to the following revisions:

- 1) Uses to be restricted to those allowable by right in the (NR) Neighborhood Retail Zoning District; plus outdoor storage, display and warehousing ancillary to uses occurring on Lot 1 of the Indian Hills 2nd Addition and Parcel 1 of the PUD2012-02 application area.
- 2) Require-solid screening along Tahoe Trail tree line in lieu of or in conjunction with the existing tree line.

Please review this information when **PUD2012-02** is considered.

mtd

**EXCERPT MINUTES OF THE SEPTEMBER 20, 2012 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: PUD2012-00002 - BIG Development Group, LLC c/o Larry Burke (applicant/owner);
Baughman Co., PA c/o Russ Ewy (agent) request to Create PUD #38 Indian Hills Planned Unit
Development on property described as:

Lots 2, 3 and 4, EXCEPT the north 20 feet of said Lots 2, 3 and 4 dedicated to the public for
street purposes; and all of Lot 5, Block 1, Indian Hills Second, Sedgwick county, Kansas.

BACKGROUND: The applicants propose replacing the currently B Multi-family Residential (“B”) zoning on this platted property with the proposed PUD #38, the Indian Hills Planned Unit Development (“PUD”), see the attached PUD document. According to the Unified Zoning Code (UZC), a PUD is intended to:

- (1) Reduce or eliminate the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (2) Allow greater freedom in selecting the means to provide access, light, open space and design amenities;
- (3) Promote quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land uses; and
- (4) Allow deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this Code.

The applicants’ site was platted with urban scale residential lots along North Tahoe Trail. Prior to the current Zoning Code, B zoning was used as accessory parking for commercial areas, as this application area was used as parking for the commercial development to the north. The applicant now desires to develop this site with storage for the hardware store across the vacated alley to the north. The applicant also desires to provide outdoor storage and display for the hardware store on this site, and provide additional building space for lease to contractors for offices and storage. The applicants’ proposed PUD shows the existing and proposed development, proposed development standards and uses.

North of the application area is LC Limited Commercial (“LC”) zoned Indian Hills shopping center fronting on 13th Street North. South and east of the site is an SF-5 Single-family Residential (“SF-5”) zoned single-family neighborhood. West of the site is B zoning with multi-family development and TF-3 Two-Family Residential (“TF-3”) zoning with single and two-family development.

The applicants’ propose that all uses by right in the GC General Commercial (“GC”) zoning district be permitted with the following exceptions: Auditorium or Stadium, Cemetery, Correctional Placement Residence Limited and General, Day Care, Golf Course, Hospital, Recycling Collection Station Private and Public, Recycling Processing Center, Reverse Vending Machine, Bed and Breakfast Inn, Car Wash, Funeral Home, Hotel or Motel, Kennel, Marine Facility Recreational, Microbrewery, Monument Sales, Nightclub, Recreation in the City – Indoor and Outdoor, Recreational Vehicle Campground, Rodeo in the City, Riding Academy or Stable, Sexually Oriented Business, Tattooing and Body Piercing Facility, Tavern or Drinking Establishment, Vehicle and Equipment Sales, Asphalt or Concrete Plant, Vehicle Storage Yard, Pawnshop, and offices that accept paycheck or car titles as security for loans.

Signage is limited to the NO Neighborhood Office (“NO”) district limitations with one 96-square foot, 16-foot tall monument sign along Meridian. The following signs are prohibited: billboards, off-site, portable, animated, flashing, moving, interior window display, banners, commercial balloons, commercial

flag, pennant, electronic message, roof and temporary. Building signs are prohibited on the south and west building facades.

Proposed setbacks are 35 feet; parking is to be provided per the UZC. Light poles are limited to 15 feet in height and shielded downward. Utilities are to be installed underground. Landscaping is required per the City Landscape Code. All screening is required per the UZC. Mature trees along Tahoe Trail will be maintained and used towards the landscaping and screening requirement. Buildings in the PUD shall share architectural character, color and texture, and shall be primarily earth-tone colors. Outdoor display is prohibited within 50 feet of the south or west property lines, outdoor storage shall only be where noted on the PUD document.

CASE HISTORY: The property was platted as Lots 2-5 of the Indian Hills 2nd Addition in 1952.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Retail commercial
SOUTH:	SF-5	Single-family residences
EAST:	SF-5	Single-family residences
WEST:	B, TF-3	Multi and single-family residences

PUBLIC SERVICES: The site has frontage on Meridian Avenue, a paved, two-lane collector street with 50 feet of half-width right-of-way at this location. All other utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan identifies the site as appropriate for “Local Commercial” development. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guidelines recommend that commercial traffic does not access residential streets. The Commercial Locational Guidelines of the Comprehensive Plan also recommend that commercial sites have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.

RECOMMENDATION: Based information available prior to the public hearing, staff recommends the request be **APPROVED**. This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** North of the application area is LC zoned Indian Hills shopping center fronting on 13th Street North. South and east of the site is an SF-5 zoned single-family neighborhood. West of the site is B zoning with multi-family development and TF-3 zoning with single and two-family development.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed as zoned with any level of residential development or medical office uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Under the current zoning, this site has been an under-utilized parking lot for many years. The proposed PUD would allow storage, display, office, and commercial uses not currently permitted. The proposed conditions of the PUD should mitigate any negative impacts on the surrounding residential areas.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies:** The 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan identifies the site as appropriate for “Local Commercial” development. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guidelines recommend that commercial traffic does not access residential streets. The Commercial Locational Guidelines of the Comprehensive Plan also recommend that commercial sites have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas.
5. **Impact of the proposed development on community facilities:** Development on this site could increase traffic on this portion of Meridian. However, the scale of the site and scale of the proposed development should not generate a noticeable increase in traffic.

JESS MCNEELY, Planning Staff presented the Staff Report.

MCNEELY added that the DAB VI heard this case last night and that some of the people from last night’s meeting were here but left. Planning staff recommended approval of the Planned Unit Development as proposed and the District Advisory Board approved subject to some changes. They recommend that all uses permitted in the NR Neighborhood Retail zone district, plus outdoor storage, display and warehousing, ancillary to the uses occurring in the PUD and in the lot immediately north of the site. They also recommended solid screening along the Tahoe Trail tree line, instead of or in conjunction with the tree line which was proposed to be the screening for the development.

SCHLEGEL asked if that is now staff’s recommendation.

MCNEELY stated that the staff recommendation has not changed, but thought it was important with some of the neighbors who took a long time at the DAB, so I thought to give you that information this evening.

DENNIS asked why does staff not agree with the changes that were recommended at the DAB.

MCNEELY said that we are sticking by our staff report; we worked with the agent going into this request. When the property owner came to us looking to be able to do a little storage for the Ace Hardware, and to be able to rent to contractors for their offices and storage, we looked at that as GC uses and we recommended that they do a Planned Unit Development. So we have been working with the applicant from the beginning and we were comfortable with our original recommendation. I think the recommendation of the solid screening in conjunction with the tree row along Tahoe Trail, we have the capability to achieve the landscape screening through landscaping, it’s not completely solid, but I think to put a solid fence across that entire curve of Tahoe Trail, that was one neighbors opinion, but I think the

professionals that did the Planned Unit Development knew you could meet the screening requirement through landscaping, which would probably be a better neighborhood amenity than a solid fence instead.

MILLER stated that the zoning screening requires a solid screening, whether it's a fence or landscaping. It has to be solid.

MCNEELY stated correct.

FOSTER stated that looking at the PUD plan, what caught my attention; number one is outdoor display area north of the building there. The proposed building is proposed to be used for what?

MCNEELY answered that he would like the applicant to answer that, but that the applicants explained to us that they intended to use it for storage for the adjacent commercial use, for contractor's offices and storage and any retail that may choose to lease space out of this proposed building.

FOSTER asked what ancillary parking for this area means?

MCNEELY answered that is parking for the proposed building in the PUD, and it will continue as it has for the past 20 or 30 years to be ancillary parking for the existing neighborhood shopping center immediately north of here.

FOSTER asks what kind of surface would there be?

MCNEELY stated that there is already an asphalt surface. This entire site is paved and has been for many years.

FOSTER stated that the main thing that caught his attention is that there is a line on the bottom that says "proposed screening fence" and that line continues on across the drives, across the entire frontage and continues along the alley. In other words, it goes along the whole site, so I interpret that means they are going to fence the whole area, which didn't make a lot of sense. So, what are they really going to fence?

MCNEELY answered the proposed screening fence; I believe you would be referring to the note on the plan. I could speak with Russ on this, but as I understand that proposed screening fence would just be along that 144 foot south side of the lot, because if you look along the curve on Tahoe Trail it notes the existing buffer.

ALDRICH asked for staff to repeat DAB's comments.

MCNEELY answered that their recommendation was to approve subject to the following revisions; all uses permitted in the NR Neighborhood Retail zone district, plus outdoor storage, display and warehousing, ancillary to the uses occurring on Lot 1 of the Indian Hills Second Addition and Parcel 1 of the PUD. Item two would require solid screening along Tahoe Trail tree line instead of or in conjunction with the existing tree line.

MITCHELL asked what the staff recommendation of screening was.

MCNEELY answered as submitted, with landscaping and not with a fence.

MITCHELL asked that that are proposing additional planting where the trees are now.

MCNEELY stated yes to achieve the zoning code definition of screening.

RUSS EWY, BAUGHMAN COMPANY, AGENT stated that they are in agreement with staff comments and would answer any questions.

ALDRICH stated that they are in support of staff's comments and not DAB's comments, correct?

EWY answered that is correct.

MOTION: To approve subject to staff recommendations.

MITCHELL moved, **ALDRICH** seconded the motion, approved by a vote of (10-0)

13TH STREET NORTH

1. *Total Land Area*

-

Baughman
ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: ZON2012-00025 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets. (District IV)

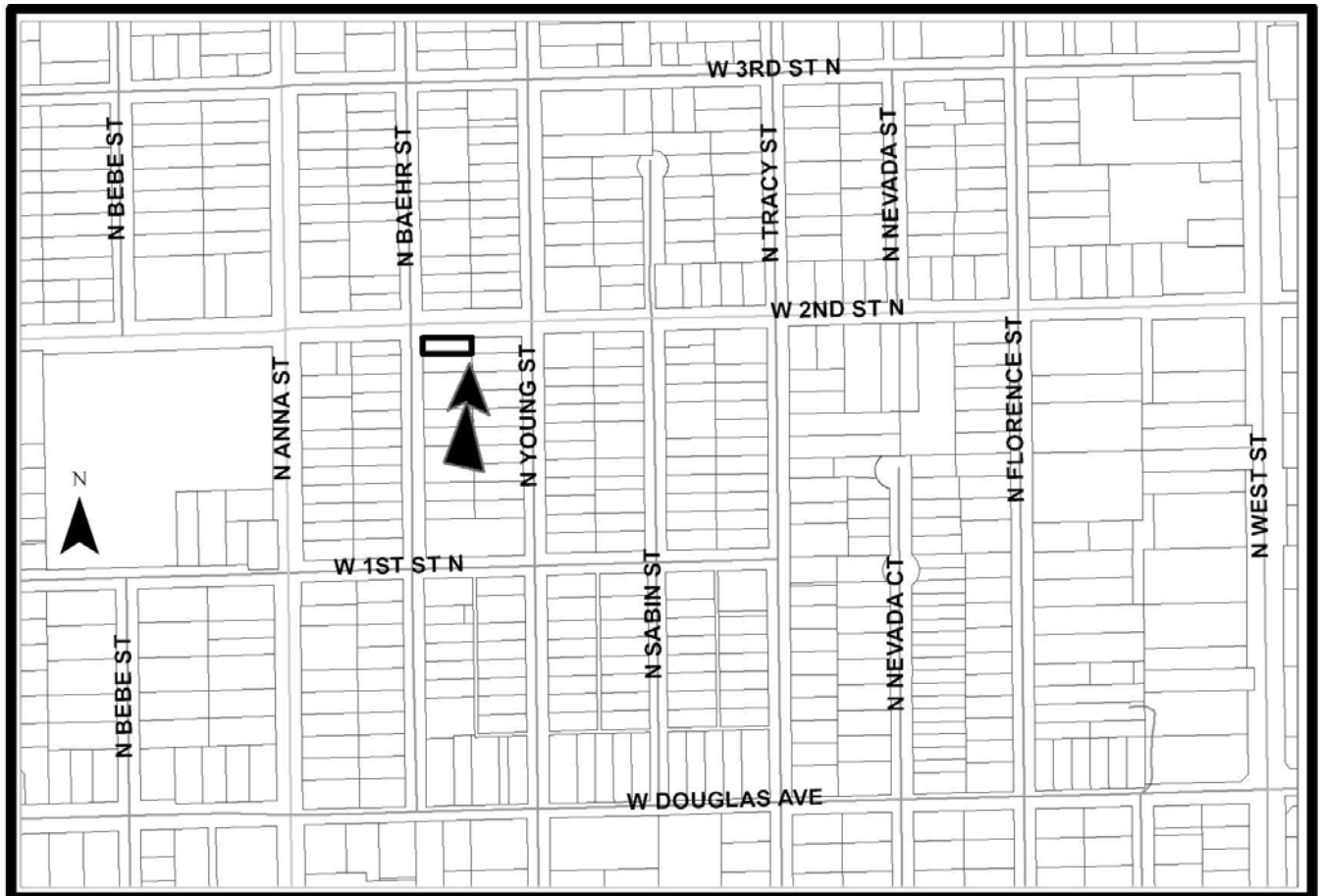
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: Approve (9-2).

DAB IV Recommendation: No recommendation (4-4; see DAB IV memo)

MAPD Staff Recommendation: Approve.



Background: The applicant is requesting TF-3 Two-Family Residential (“TF-3”) zoning on the undeveloped 6,750-square foot (50-foot x 135-foot) SF-5 Single-Family Residential (“SF-5”) zoned Lot 24, Block 10, Orchard Park Addition. Per the Unified Zoning Code (UZC), the TF-3 zoning district requires a minimum lot size of 6,000-square feet with a minimum width of 35 feet; the applicant’s site exceeds these minimum requirements. The applicant proposes to develop the site on the southeast corner of 2nd and Baehr Streets with a duplex.

The site is part of a large, mostly SF-5 zoned single-family residential neighborhood. West of the site are SF-5 zoned single family residences, a SF-5 zoned church and the SF-5 and B Multi-family Residential (“B”) zoned USD 259’s Dodge Elementary School and Kiwanis public park. ZON2012-00011 and Protective Overlay-268 (“PO”) approved GO General Office (“GO”) zoning to allow a medical services office to be built on the Dodge Elementary site. East and south of the site are more SF-5 zoned single-family residences. North of the site are more SF-5 zoned single family residences, a few scattered duplexes and a small B zoned two storey apartment complex with an abutting B zoned single-family residence. There is also a non-conforming SF-5 zoned costume and novelty shop located northwest of the site. The site is platted as Lot 24, Block 10, of the Orchard Park Addition, recorded December 4, 1929. The City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 1997.

Analysis: At the DAB IV meeting held October 1, 2012, the DAB voted three times on the requested TF-3 zoning ; twice to approve and once to defer. The DAB’s vote was dead locked at 4-4 on each of the three votes. The City Council member requested the dead lock as the official DAB recommendation. There were citizens who spoke against the request at the DAB meeting. The objections expressed at the DAB meeting included the impact of another rental property in the area in regards to property values, parking and traffic. There was also frustration expressed about the case notification sign not being posted as required by policy and stated in the instructions for the application for a zone change. At the MAPC meeting held October 4, 2012, the MAPC voted (9-2) to approve the request for TF-3 zoning. There were citizens who spoke against the request at the MAPC meeting. Their objections were similar to those expressed at the DAB meeting.

There have been valid protest petitions filed with the City Clerk that equal a 46.74% percent protest, which triggers a three-fourths majority vote of the City Council to approve the request.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: 1) Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

Attachments:

- Ordinance
- MAPC minutes
- DAB memo
- Protest map

ORDINANCE NO. 49-394

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00025

Zone change request from sf-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3") on an approximately 6,750 square foot property described as:

Lot 24, Block 10, Orchard Park Addition, Wichita, Sedgwick County, Kansas; generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 20th day of November, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: Kelli Geier, Neighborhood Assistant, District IV

SUBJECT: ZON2012-00025

DATE: October 4, 2012

On Monday, October 1, 2012, the *District Advisory Board (DAB) for Council District 4* considered this request for zone change from SF-5 Single-Family Residential (“SF-5”) zoning to TF-3 Two-Family Residential (“TF-3”) zoning to develop a duplex on property generally located between West Street and Hoover Road on the southeast corner of 2nd and Baehr Streets.

The applicant requesting the zone change was present. The Board and citizens present had the following comments and questions regarding the request:

- Would like to see the property parking move off of Baehr street onto Second Street to prevent traffic flow and parking overflow issue.
- Concerned remodel and extra parking will disturb the neighbor’s massage therapy business.
- Would like additional neighborhood input at the neighborhood association meeting on this issue since the sign notifying the neighborhood of the zone change was not put up on the property for the adequate designated time of 13 days per City policy.

DAB members voted three times on this issue and each time resulted in a deadlock vote of 4-4. Therefore, the City Council Member requested to record this as the official DAB decision and continue with the zone change process.

Please review this information when this request is considered.

**EXCERPT MINUTES OF THE OCTOBER 4, 2012 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2012-00025 – Jeff Niedens (Owner/Applicant) requests a City zone change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”) for duplex development on property described as:

Lot 24, Block 10, Orchard Park Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential (“TF-3”) zoning on the undeveloped 6,750-square foot (50-foot x 135-foot) SF-5 Single-Family Residential (“SF-5”) zoned Lot 24, Block 10, Orchard Park Addition. Per the Unified Zoning Code (UZO), the TF-3 zoning district requires a minimum lot size of 6,000-square feet with a minimum width of 35 feet; the applicant’s site exceeds these minimum requirements. The applicant proposes to develop the site on the southeast corner of 2nd and Baehr Streets with a duplex.

The site is part of a large, mostly SF-5 zoned single-family residential neighborhood. West of the site are SF-5 zoned single family residences, a SF-5 zoned church and the SF-5 and B Multi-family Residential (“B”) zoned USD 259’s Dodge Elementary School and Kiwanis public park. ZON2012-00011 and Protective Overlay-268 (“PO”) approved GO General Office (“GO”) zoning to allow a medical services office to be built on the Dodge Elementary site. East and south of the site are more SF-5 zoned single-family residences. North of the site are more SF-5 zoned single family residences, a few scattered duplexes and a small B zoned two storey apartment complex with an abutting B zoned single-family residence. There is also a non-conforming SF-5 zoned costume and novelty shop located northwest of the site. The site is platted as Lot 24, Block 10, of the Orchard Park Addition, recorded December 4, 1929. The City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 1997.

CASE HISTORY: The site is platted as Lot 24, Block 10, of the Orchard Park Addition, recorded December 4, 1929. The City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 2000, with possible residential development showing in grainy 1997 aerial.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, TF-3	Single-family residences, scattered duplexes
SOUTH:	SF-5	Single-family residences
EAST:	SF-5	Single-family residences
WEST:	SF-5, B, TF-3	Single-family residences, public school, public park, apartment

PUBLIC SERVICES: 2nd Street is a paved two-lane collector at this location. Baehr Street is a paved two-lane residential street at this location. All public services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The ‘2013 Land Use Guide of the Comprehensive Plan’ (Plan) identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZO identifies TF-3 zoning as being generally compatible with the urban residential category.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The site is part of a large, mostly SF-5 zoned single-family residential neighborhood. West of the site are SF-5 zoned single family residences, a SF-5 zoned church and the SF-5 and B Multi-family Residential (“B”) zoned USD 259’s Dodge Elementary School and Kiwanis public park. ZON2012-00011 and Protective Overlay-268 (“PO”) approved GO General Office (“GO”) zoning to allow a medical services office to be built on the Dodge Elementary site. East and south of the site are more SF-5 zoned single-family residences. North of the site are more SF-5 zoned single family residences, a few scattered duplexes and a small B zoned two storey apartment complex with an abutting B zoned single-family residence. There is also a non-conforming SF-5 zoned costume and novelty shop located northwest of the site.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5 and could be developed with a single-family residence, which is what most of the neighborhood is zoned and developed. However, the City’s GeoZone map’s aerial shows the site to have been undeveloped since at least 2000, with possible residential development showing in grainy 1997 aerial.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Impact will be minimal, as a duplex will not be entirely out of character with the area, which has scattered duplexes and a small apartment complex. A duplex on the site is preferably to allowing the site to be vacant.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would allow more opportunity for residential development on a site that appears to have been vacant since at least 2000 and may have been vacant as far back as 1998. This is one of the few vacant lots in the area.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The ‘2013 Land Use Guide of the Comprehensive Plan’ (Plan) identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The UZC identifies TF-3 zoning as being generally compatible with the urban residential category.
- (6) **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

ALDRICH asked regarding the notification, what exactly is the requirement for notification.

LONGNECKER stated that the requirement is, the state statute requires us to publish in the paper of note, which here is the Wichita Eagle, 20 days prior to MAPC, and as policy we also send out letters to everybody within the notification area and 13 days prior to the MAPC the

applicant is instructed in the application instructions to post the sign that has the zone case numbers on it and their request.

ALDRICH asked what happens if the applicant fails to do that, whether intentionally or unintentionally.

MILLER stated that in the past that's been left up to the discretion of the planning commission to determine whether adequate notice has been given. To clarify, the motion at the DAB was to defer not deny. The original motion was to defer, that failed 4-4, there was discussion and a motion to approve that also failed, 4-4. They had more discussion, then they repeated the motion to approve and that was 4-4 again.

ALDRICH asked if that was due to the fact of the concerns of the notification to the other property owners.

MILLER answered, yeah, primarily.

G. SHERMAN asked what was the notification area for this, mostly I'm wondering how many homes received mailed notices.

LONGNECKER stated that this is the minimum notification area because its less than one acre and that is 200 feet around the radius of the property.

FOSTER stated that he recalls that the signage is optional relative to state statutes and it's not a requirement, is that correct.

MILLER stated correct, it's just a policy and is not required by law.

JEFF NIEDENS, 5211 WEST 81st STREET NORTH, VALLEY CENTER, APPLICANT stated that it's pretty simple as far as what we want. We just want to do a two bedroom, two bath duplex, with two units. We do provide off-street parking. We have done this many times in the area, and think this is a good place for it because of the proximity to commercial property and there are duplexes there already. We are not re-inventing the wheel. It has been done time and time again.

FOSTER just wanted to confirm that we don't have a site plan to look at, but will your off-street parking be out of the right-of-way?

NIEDENS stated yes.

MCKAY asked if he agreed with staff comments.

NIEDENS are there any particular ones you are talking about?

MCKAY stated all of them.

NIEDENS stated yes, we are in agreement.

G SHERMAN stated that we have been told that the sign wasn't posted, is that correct and if it is, why you didn't post the sign.

NIEDENS stated that is correct, it is posted now. I thought it was 13 days before City Council, I forgot that it was 13 days before MAPC.

ALDRICH asked if you had done this several times, and you have done this several times. You've done one on Robinson, north of Central, you've done one on Hoover, so you are familiar with the posting requirements.

NIEDENS stated that you are right, I just made a mistake. It was not intentionally done.

KATHY RIKER, 4628 W. 2nd STREET NORTH, stated she lives across the street where he wants to put a duplex. I got one behind me already when I first moved in the neighborhood and I really don't want to have another one. I don't know exactly where you are going to put that parking, where is it going to be, facing 2nd Street...

DENNIS asked the speaker to talk to the commission not the applicant.

RIKER stated she had not done the before, so bear with me. I don't know what to do other then, the sign wasn't posted and I have petitions. I have gone around the neighborhood one evening and in two hours I have nine petitions against putting it there from the neighbors on the list, from which I understand takes 20% of the twenty five, is five people. I have more than 20% of the people opposing this. I don't know what you do with that, can you tell me?

DENNIS stated that you give it to the Planning Commission.

RIKER stated that the duplex behind me is like 30 feet behind my backdoor and it's deflated my property value and I don't need that to happen again. I'm sure this gentleman can find another lot to build a duplex in, in an area that would rather have it. There will be problems with parking because the school is a block away and there is already problems with that now.

ALDRICH asks if these photos were hers.

RIKER stated no.

ALDRICH stated that she mentioned parking, how far is this from the school.

RIKER answered a block.

ALDRICH asked if she has any parking issues now due to the school.

RIKER stated that during the traffic times, when they are in and out of school. It gets real congested on 2nd Street, my house faces 2nd Street and I have a double drive. When I have

company come over, it's dangerous to park on the street over there.

WARREN asked why she was opposed. The only thing I heard is that it will devalue or property. Is there any other reason you are opposed.

RIKER answered safety, I'm a grandmother and a mother and I have grandchildren over there and I would like to keep it a single family, the neighborhood is mostly like that. We've had problems with the duplex behind us, legally, police being called, just, renters usually are not as good, don't take care of things as well and I don't want to see it go down.

WARREN asked if she knew of any other homes in the area that are owner occupied and how many are rented.

RIKER stated probably 80% are owner occupied.

DONNA BABA, 254 N. BAEHR, stated that she just wanted to clarity; I thought you said speakers had 10 minutes and when Mr. NIEDENS came up, you told him he had 10 minutes and when she went up, you said she had five.

DENNIS said that is correct. We have a policy that's been approved by this body and the policy states that and applicant has ten minutes, and each other individual that want to speak on it has five minutes, because we could have like 30 or 40 people that want to speak on an issue, so...

BABA stated okay, then I will try to make it brief. I live directly next door to the property and at one point in time I was intending on purchasing the property, but that didn't work out. I not so concerned about that, I am trying to understand how this is going to affect my life. I have been told by neighbors that when there is a duplex, there tends to be a lot more activity with people coming and going, in terms of renters, coming and going, not someone staying there steadily. I've been living there for almost six years now and it's a quiet neighborhood, there's a lot of activity going on surrounding the school and I felt like we got really short notice on this. I got the notification and read the letter and followed up on it, but I only got one chance to talk to my neighbor. There's going to be a neighborhood meeting tonight and I understood that this council may make a decision to carry this before the meeting, that's one point I wanted to make. Also, I don't think the neighbors have had a chance to visit about this, to talk about what the pros and cons are. My next door neighbor to the other side, I haven't spoken to him about it at all. The school wasn't notified, which really concerned me. I went ahead on my morning walk yesterday and darted over to the school just to tell them there was this motion to change the zoning, because we are in such close proximity to the school and there are a lot of kids around, there are always traffic problems and that was one of the biggest issues that came up at the other public meeting was, were are people going, how is this going to work in terms of parking, where the driveways are going to be. Is there anyways to see the plans, we have a neighborhood association that's fairly active, is there way we could look at the building plans. I hate to get up and oppose somebody that wants to do something positive for the neighborhood, but I'm not so sure this is going to be positive for our neighborhood.

MCKAY asked if the proper notification go out during the proper time schedule.

MILLER answered that yeah the legal notification to the individual property owners and the publication in the newspaper met the legal requirements.

JERRY WARREN, 520 N. ELDER, stated that he is the past president of the neighborhood association, but I am going to wear about three hats today trying to describe the issues here. I am a member of DAB IV and I want to explain the 4-4 vote. I think the majority of that was due to the parking issue and then also the lack of signage. We do have a meeting tonight and we will listen to this and hear this. I can't speak on behalf of the neighborhood, what their feeling is as far as the two-family zoning. My objection that night, I was involved in the zoning case at the school for the medical complex down on the far south end, we have several residents down on 1st Street that could not get in and out of their drives because we had people parking in front. People can say that's a police issue and they need to enforce that, but the bottom line is that there are a lot of kids that enter and exit that school on a regular basis and I came to make one point on that, I've done a lot of research that the school is only required to provide parking for one stall for each full time employee. At the time when this went through, they didn't even have enough parking for their Para's or part time people so their staff parked on the street. This school has also added 160 students from last year, so we have increased the problem on the neighborhood. We have several streets here that are not improved, they are dirt and we have busses down through there. I don't want to spend a whole lot of time on that, there is a parking issue. I did give you the pictures, this was an event at the school and I took several pictures on the streets that are west of there, on Bebee, Clara and Doris and you can see there is a park there adjacent to the school. So we do have a traffic issue, also that the busses running up and down 2nd Street on a regular basis. We are trying to work with them where they stay on pavement instead of dirt. The other funny thing about this to me is, I'll take off my neighborhood hat and my district advisory hat and put on my personal hat, we just approved a duplex on 3rd Street, not long ago, within the last year, I don't remember the time frame. We had no issues with that. So I don't think it's a matter of the duplex going in, obviously the two tracts across the street are zoned for duplex already on 2nd Street, if someone were to purchase those they could remodel those if they would like to. Also the one north of that is the duplex we have talked about. My part of the District Advisory Board was to ask the applicant to provide some extra parking and that what I would be asking you guys, to add that as one of the provisions and I believe that he will do that. I spoke with him and he will have the site plan. Personally, I am not opposed to improving the neighborhood by adding a building or structure to that parcel, so, unfortunately the applicant got caught up in a situation where we have parking issues by a school that's located fairly close to them. I just want to present to you guys with all those facts so that you understand where the District Advisory Board was coming from and the issues with the parking and you have to make the decision with the facts that you have. I think that is it.

FOSTER asked if you could confirm if 2nd Street is the standard route for the busses

WARREN stated that it is, most of them come through West Street and turn and go west down here. When they leave the school, sometimes they use Anna. We have a lot of messes going on, there is a City bus that runs along Anna right when the school gets out, there is just a lot of issues there, but yes, currently that is the case and we are trying to work with the school board on getting some of these other things taken care of. The other thing that I would ask the applicant is

if the driveways would be off of 2nd Street or Baehr, I don't know necessarily if it would be a bad thing to put the driveways off of 2nd Street because people cannot lawfully park in front of a driveway and if he could provide some supplemental parking off Baehr, that would be great.

G. SHERMAN asked that you mentioned that there is a meeting tonight. Is that an official DAB meeting or just a neighborhood meeting?

WARREN stated that it is a neighborhood meeting and to be candid there are some people that are really active or had been in the past in this area, Baehr Street to be specific, just north of this, hadn't necessarily participate a lot over the last five to seven years. I've been involved twice in it, but it typically takes something a little controversial, people have different opinions about, to get people out to those, so I'm sure we will have a good attendance tonight and go from there. I do look for several people to be there and I think that was the major issue, not the major notice of the sign.

ALDRICH asked about the directly on the east side of the school, on Anna and 2nd, that's a church community center isn't it?

WARREN answered that it is. It used to be a former Salvation Army.

ALDRICH stated that they have a lot of activities that adds to the parking issues even though they have a private parking area. So when you combine the activities that they may have with what the school may have that just enhances the traffic issue, correct.

WARREN stated that he would agree. There is also, which is not very busy most times of the year, the lady that runs the costume store there at the corner, she is in the process of doing that, but she is exactly catty corner of the school there at 2nd and Anna so we will see an increase in traffic also. A lot of this is just hit and miss timing opportunities and we need to do a better job of coordinating those.

G. SHERMAN stated that he seems to know a lot of the history there, has this lot ever been developed, was there a home there that was torn down?

WARREN stated that he was not sure, I know it was several years ago when that would have occurred. This property has been overgrown several times and the City has had to mow it several times. I do not know that date, it has to be at least ten plus years.

JIM JORDAN, 3315 N. WOODROW, stated that he is not in the area, my eldest daughter who is prettier than me and probably a lot more nervous than me, but I'm nervous as well. I wasn't going to speak to you folks because I didn't want to upset you, but the last gentleman that was up here was kind of an advocate for the neighborhood and I appreciate what he said, except I think he exceeded the five minutes. My daughter was going to get an answer to a question he couldn't answer, but her five minutes were up. My problem as her dad, was that wasn't exactly the area I wanted her to live in, there wasn't a duplex behind that house when her and her ex-husband bought that. She has some of my great-grandchildren visit her quite often and she cares for them, if she has a fault it's because she is to kind hearted and she is very intelligent and she has

done her homework and what I don't want to happen, I've been involved, I worked for K-DOT for 25 years, I'm a licensed land surveyor and I was part owner of a company called Baughman Company, which you folks know. I've been in front of boards like this before which things kind of get pushed around and they are slam dunk. This thing in my opinion, because yes, there are other duplexes in that general area, they've been built, this gentleman I have no doubt he can build a qualified duplex that would not be detrimental to that area, but I think with this 4-4 tie, it would only be prudent to extend this to see what that neighborhood meeting comes out, because you know, I don't live in the area but my eldest daughter does, and she has obviously made a, and her and her neighbor right across the street, voice their disapproval.

NIEDENS stated that he is not the current property owner at this time and has not been. It has been overgrown several times and just wanted everyone to know that was not me doing that.

WARREN asked how many parking stalls are you planning.

NIEDENS answered that they will have three per unit, including the garage, out of the right-of-way, on private property.

ALDRICH asked that if this is approved and you go through with this, are you planning on paving your driveways all the way through.

NIEDENS answered yes.

MCKAY said that the first speaker stated she had petitions signed; tell me about the 20% rule. Not for my information, but for those, because they are having a meeting tonight and they should know what happens.

MILLER stated that all zone changes have to go to the governing body for final approval and under state law, there is a fourteen day protest period that follows this meeting starting tomorrow is the first day of the fourteen days. Any protest petitions that are turned in are counted as long as they are located within 200 feet around the perimeter of the application area. If 20% of the land area, not the number of owners, but land area, if there are protests that cover that land area then that requires a three-fourths majority vote of the City Council to approve the zone change. That's how that works in.

ALDRICH stated he lives about a mile north of this area and as a property owner, we do have a couple of duplexes in my area and my neighborhood association is opposed to them and the reason being is that they do affect our property valuations and the more renters we get in there, we have a lot of issues. I fully understand a lot of their concerns are. I just think with this area already being single-family residences, I think in my opinion that it should stay that way. It's not that I am opposed to renters, but at some point we have to look at the existing property owners and their concerns and their rights and I would like to see at some point what voice and efforts do they have. It shouldn't always be well somebody wants to come in there and build a duplex, I would love to see them build single-family there. That's up to the developer, but I for one and opposed to the zone change for those reasons.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **KLAUSMEYER** seconded the motion, and it carried (8-2).
FOSTER and **ALDRICH** voted nay.

Case ZON2012-00025

Total Area 203,632 sq. ft.

Application Area 6,075 sq. ft.

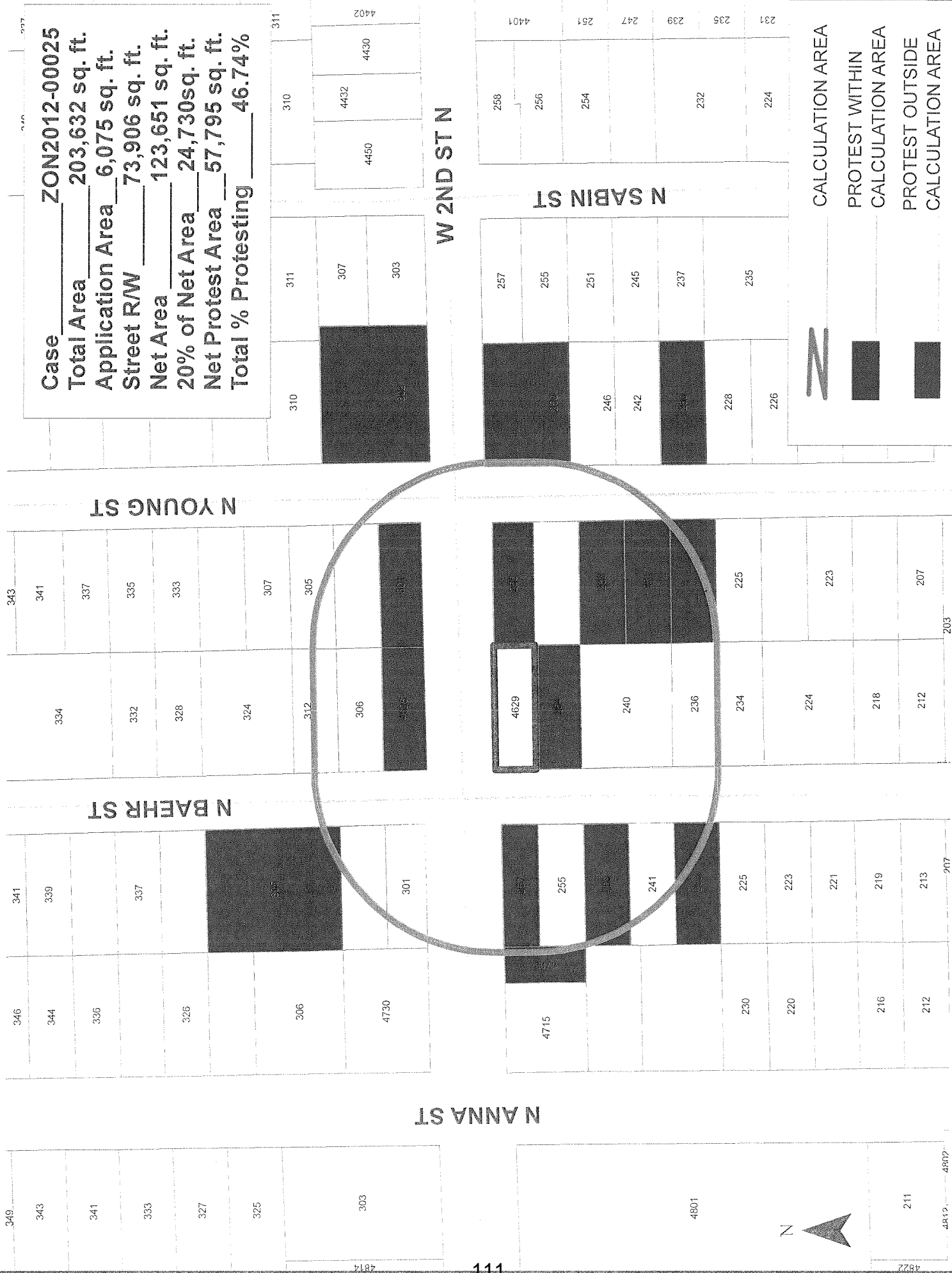
Street R/W 73,906 sq. ft.

Net Area 123,651 sq. ft.

20% of Net Area 24,730sq. ft.

Net Protest Area 57,795 sq. ft.

Total % Protesting 46.74%



Wichita, Kansas
October 29, 2012
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing, representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, October 22, 2012, were read and on motion approved.

Bids were opened on October 26, 2012, pursuant to advertisements published on:

Storm Water Drain #381 to serve Remington Place Addition (south of 21st Street North, east of Webb) (468-84787/751512/485403) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Mies Construction - \$162,651.65

Storm Water Improvements to serve Ironhorse at Oxford Addition (west of North Woodlawn Blvd, south of East 29th Street North) (468-84795b/133117/660531/133116/_/857107/_) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District I)

Mies Construction - \$85,002.50

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Fork Lift 5000 lbs Lifting Capacity.

Kansas Forklift Inc. - \$26,500.00

CITY MANAGER'S OFFICE/ARTS AND CULTURAL SERVICES DIVISION: LED Fixtures Century II.

Defer one week

FIRE DEPARTMENT: Fire Hoses.

New England Fire Service - \$22,805.00

POLICE DEPARTMENT: Audio/Visual Equipment and Installation.

Defer one week

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
November 5, 2012
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant ; Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing , representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, October 29, 2012, were read and on motion approved.

Bids were opened on November 2, 2012, pursuant to advertisements published on:

PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Fork Lift 5000 lbs Lifting Capacity..

Kansas Forklift Inc. - \$26,500.00 (Award one Additional Unit @ Same Unit Cost)

PARK AND RECREATION/GOLF DIVISION: Upgrade Irrigation Control System to Narrow Band at the Wichita Public Golf Courses to comply with the FCC mandate.

Professional Turf Products LP* - \$33,849.12

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

CITY MANAGER'S OFFICE/ARTS AND CULTURAL SERVICES DIVISION: LED Fixtures Century II.

Relevant Sound Company Inc. - \$59,100.00

POLICE DEPARTMENT: Interview Rooms Video /Audio Installation.

Defer two weeks

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: November 5, 2012

ENGINEERING BIDS – GARY JANZEN, INTERIM CITY ENGINEER**October 26, 2012**

Storm Water Drain #381 to serve Remington Place Addition – Public Works & Utilities Dept./Engineering Div.

Mies Construction **\$162,651.65**Storm Water Improvements; Ironhorse at Oxford Addition (west of N. Woodlawn Blvd., south of E. 29th Street N.) – Public Works & Utilities Department/Engineering Division**Mies Construction** **\$85,002.50****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****October 26, 2012**

Fork Lift 5000 Lbs Lifting Capacity – Public Works & Utilities Department/Sewage Treatment Division

Kansas Forklift, Inc. **\$26,500.00**

LED Fixtures Century II – City Manager's Office/Arts & Cultural Services Division

(Defer to November 5, 2012)

Fire Hoses – Fire Department

New England Fire Service **\$22,805.00**

Interview Rooms Video/Audio Installation – Police Department

(Defer to November 5, 2012)**November 5, 2012**

Fork Lift 5000 Lbs Lifting Capacity – Public Works & Utilities Department/Production & Pumping Division

Kansas Forklift, Inc. ***Award One (1) Additional Unit at Same Unit Cost** **\$26,500.00***

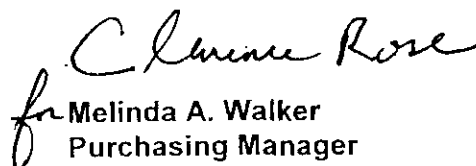
Upgrade Irrigation Control System to Narrow Band at the Wichita Public Golf Courses to Comply with the FCC Mandate – Park & Recreation Department/Golf Division

Professional Turf Products, LP **Sole Source of Supply, Ordinance No. 35-856, Section 2(b)** **\$33,849.12**

LED Fixtures Century II – City Manager's Office/Arts & Cultural Services Division

Relevant Sound Company, Inc. **(Deferred from October 29, 2012)** **\$59,100.00**

Interview Rooms Video/Audio Installation – Police Department

(Defer to November 19, 2012)**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**


Melinda A. Walker
Purchasing Manager

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - October 26, 2012

RQ#240989

FB#240171		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Storm Water Drain #381		\$198,107.00			\$162,651.65
Remington Place Addition	BID BOND				
468-84787	ADDENDA	1			
(751512)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Storm Water Drain #381		\$198,107.00		\$260,578.00	
Remington Place Addition	BID BOND				
468-84787	ADDENDA	1			
(751512)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction	Alan's Excavating
Storm Water Drain #381		\$198,107.00			\$196,064.65
Remington Place Addition	BID BOND				X
468-84787	ADDENDA	1			
(751512)					
		Engineer's Construction Estimate	Bob Bergkamp		
Storm Water Drain #381		\$198,107.00	\$259,721.15		
Remington Place Addition	BID BOND				
468-84787	ADDENDA	1			
(751512)					

CHECKED BY: lpREVIEWED BY: ps

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - October 26, 2012

RQ#240990

FB#240178		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Storm Water Improvements; Ironhorse at Oxford Addition		\$100,000.00	\$102,469.00	\$125,867.00	\$85,002.50
(west of N Woodlawn Blvd, south of E 29th St N)	BID BOND				
468-84795b	ADDENDA	0			
(133117/660531/133116)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Storm Water Improvements; Ironhorse at Oxford Addition		\$100,000.00		\$100,941.00	
(west of N Woodlawn Blvd, south of E 29th St N)	BID BOND				
468-84795b	ADDENDA	0			
(133117/660531/133116)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction	Danco Enterprises
Storm Water Improvements; Ironhorse at Oxford Addition		\$100,000.00			\$86,209.00
(west of N Woodlawn Blvd, south of E 29th St N)	BID BOND				
468-84795b	ADDENDA	0			
(133117/660531/133116)					
		Engineer's Construction Estimate	Alan's Excavating	Stannard Construction	
Storm Water Improvements; Ironhorse at Oxford Addition		\$100,000.00	\$103,044.00	\$148,000.00	
(west of N Woodlawn Blvd, south of E 29th St N)	BID BOND				
468-84795b	ADDENDA	0			
(133117/660531/133116)					

CHECKED BY: KPREVIEWED BY: ps


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Bid Results

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB240170 Fork Lift 5000 lbs Lifting Capacity

Close Date/Time: 10/26/2012 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

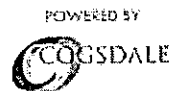
Award Method: Aggregate Cost

Department: Public Works & Utilities

Responses: 8

Vendors	Complete	Bid Total	City Comments
KANSAS FORKLIFT INC	Complete	\$26,500.00	Award 11/6/12 Public Works & Utilities Dept./Sewage Treatment Division
UNITED RENTALS	Complete	\$26,875.00	
WIESE MATERIAL HANDLING	Complete	\$27,260.00	
LIFT TRUCK CENTER INC	Complete	\$27,294.00	
BERRY MATERIAL HANDLING	Complete	\$27,400.00	
SELLERS EQUIPMENT INC	Complete	\$28,060.52	
D & D EQUIPMENT & SALES	In-Complete	\$0.00	
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB240176 LED Fixtures Centrury II****Close Date/Time: 10/26/2012 10:00 AM CST****Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: City Manager****Responses: 5**

Vendors	Complete	Bid Total	City Comments
<u>RELEVANT SOUND COMPANY INC</u>	Complete	\$59,100.00	Defer to 11/5/12 City Manager's Office/Arts & Cultural Services Division
<u>ASSOCIATED THEATRICAL CONTRACTORS</u>	Complete	\$61,626.83	
<u>THEATRICAL SERVICES INC</u>	Complete	\$62,157.00	
<u>DOUGLAS PRODUCTION GROUP</u>	Complete	\$63,154.75	
<u>EVENT SYSTEMS INC</u>	Complete	\$63,235.85	

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB240177 Fire Hoses

Close Date/Time: 10/26/2012 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Fire Department

Responses: 6

Vendors	Complete	Bid Total	City Comments
<u>NEW ENGLAND FIRE SERVICE</u>	Complete	\$22,805.00	Award 11/6/12, Fire Department
<u>MUNICIPAL EMERGENCY SERVICES INC</u>	Complete	\$25,280.00	
<u>DANKO EMERGENCY EQUIP</u>	Complete	\$32,960.00	
<u>LEWIS-GOETZ AND CO INC</u>	Complete	\$33,850.00	
<u>JGB ENTERPRISES INC</u>	Complete	\$60,125.00	
<u>KANSAS FIRE EQ CO INC</u>	In- Complete	\$0.00	

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

**Solicitation: FB240161 Audio/Visual Equipment
& Installation**

Close Date/Time: 10/12/2012 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Police Department

Responses: 10

Vendors	Complete	Bid Total	City Comments
<u>MIDWEST DIGITAL SYSTEMS, LLC</u>	Complete	\$53,868.18	Defer to 11/5/12, Police Department
<u>PLEXUS, INC</u>	Complete	\$56,472.05	
<u>GATEWAY WIRELESS SERVICES LC</u>	Complete	\$63,296.85	
<u>SANDIFER ENGINEERING & CONTROLS INC</u>	Complete	\$74,531.04	
<u>MCCLELLAND SOUND INC</u>	Complete	\$78,265.21	
<u>INTER-PACIFIC, INC.</u>	Complete	\$94,637.00	
<u>ALL SYSTEMS DESIGNED SOLUTIONS INC</u>	Complete	\$99,354.42	
<u>TOWER PRODUCTS, INC</u>	In-Complete	\$0.00	
<u>CARMICHAEL BUSINESS SYSTEMS, INC</u>	Partial	\$64,104.00	
<u>VOICE PRODUCTS INC</u>	Partial	\$71,436.00	

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB240170 Fork Lift 5000 lbs Lifting Capacity

Close Date/Time: 10/26/2012 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works & Utilities

Responses: 8

Vendors	Complete	Bid Total	City Comments
<u>KANSAS FORKLIFT INC</u>	Complete	\$26,500.00	* Award 11/6/12 Public Works & Utilities Dept./Sewage Treatment Division
<u>UNITED RENTALS</u>	Complete	\$26,875.00	* Award 11/6/12 One (1) Additional Unit @ Same Unit Cost
<u>WIESE MATERIAL HANDLING</u>	Complete	\$27,260.00	Public Works & Utilities Department/ Production & Pumping Division
<u>LIFT TRUCK CENTER INC</u>	Complete	\$27,294.00	
<u>BERRY MATERIAL HANDLING</u>	Complete	\$27,400.00	
<u>SELLERS EQUIPMENT INC</u>	Complete	\$28,060.52	
<u>D & D EQUIPMENT & SALES</u>	In-Complete	\$0.00	
<u>VICTOR L PHILLIPS COMPANY</u>	In-Complete	\$0.00	

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Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Upgrade Irrigation Control System to Narrow Band at the Wichita Public Golf Courses to comply with the FCC mandate

- Update equipment to Narrow Band compliant equipment, includes license renewal and renewal installation at Auburn Hills Golf Course.
- Upgrade Control System from Wide Band to Narrow Band, chip change at L.W. Clapp Golf Course.
- New base station with chip change on the field controllers for PCC Narrow Band migration and antenna installed at MacDonald Golf Course.
- Upgrade of Irrigation Control System from Wide Band to Narrow Band, chip change and antenna at Sim Park Golf Course.

FOR A TOTAL OF \$33,849.12

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Park & Recreation

Division: Golf

Vendor	Reference Authority	Cost
Professional Turf Products LP	Ordinance No. 35-856 Section 2 (b)	\$33,849.12



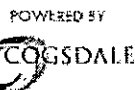
Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB240176 LED Fixtures Centrury II****Close Date/Time: 10/26/2012 10:00 AM CST****Solicitation Type: Formal Bid**[Return to the Bid List](#)**Award Method: Aggregate Cost****Department: City Manager****Responses: 5**

Vendors	Complete	Bid Total	City Comments
RELEVANT SOUND COMPANY INC	Complete	\$59,100.00	Award 11/6/12 City Manager's Office/Arts & Cultural Services Division
ASSOCIATED THEATRICAL CONTRACTORS	Complete	\$61,626.83	
THEATRICAL SERVICES INC	Complete	\$62,157.00	
DOUGLAS PRODUCTION GROUP	Complete	\$63,154.75	
EVENT SYSTEMS INC	Complete	\$63,235.85	

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Bid Results

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: **FB240161** Audio/Visual Equipment
& Installation

Close Date/Time: 10/12/2012 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

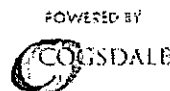
Award Method: Group

Department: Police Department

Responses: 10

Vendors	Complete	Bid Total	City Comments
MIDWEST DIGITAL SYSTEMS, LLC	Complete	\$53,868.18	Defer to 11/19/12, Police Department
PLEXUS, INC	Complete	\$56,472.05	
GATEWAY WIRELESS SERVICES LC	Complete	\$63,296.85	
SANDIFER ENGINEERING & CONTROLS INC	Complete	\$74,531.04	
MCCLELLAND SOUND INC	Complete	\$78,265.21	
INTER-PACIFIC, INC.	Complete	\$94,637.00	
ALL SYSTEMS DESIGNED SOLUTIONS INC	Complete	\$99,354.42	
TOWER PRODUCTS, INC	In- Complete	\$0.00	
CARMICHAEL BUSINESS SYSTEMS, INC	Partial	\$64,104.00	
VOICE PRODUCTS INC	Partial	\$71,436.00	

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 6, 2012**

- a. Maple & 135th Traffic Signal (Maple & 135th Intersection) (472-84958/707032/210497) See Special Provisions. (District V) - \$175,000.00

PRELIMINARY ESTIMATE of the cost of:

Maple & 135th Traffic Signal
(Maple & 135th Intersection)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Traffic (707032)

1	Site Clearing & Restoration	1	LS
2	Traffic Signalization - Maple & 135th	1	LS
3	Pavement Markings	1	LS

MEASURED QUANTITY BID ITEMS - Paving (707032)

4	Remove & Reset Brick Pavers	20	sy
5	Wheelchair Ramps w/detectable warnings	6	ea
6	Remove & Replace Concrete Sidewalk	20	sf
7	Remove Existing Junction Box	1	ea

Construction Subtotal

Design Fee (707032)
Engineering & Inspection (707032)
Administration (707032)
Publication

Total Estimated Cost

\$175,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

210497 (707032) 472-84958

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer and Paving Alley in Owsley Place Addition
(East of Hydraulic, south of Central) (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions.

Background: The signature on the petitions represents 100% of the improvement district.

Analysis: The project will provide a sanitary sewer and paved alley. The alley will be from the east edge of Kansas Street to a point approximately 131 feet east. The sanitary sewer and paved alley will serve a new residential development located east of Hydraulic, south of Central.

Financial Considerations: The petitions total \$35,000. The funding source is special assessments.

Legal Considerations: The petitions and resolutions have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, CIP Sheets, petitions, and resolutions.

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.																
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																			
Public Works & Utilities	Eng & Arch	10/8/2012	Sanitary Sewer in Owsley Place Addition																			
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)		8. Approved by WCC Date																		
NI		2012																				
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised																			
As Required	As Required																					
12. Project Cost Estimate				12A.																		
ITEM	GO	SA	OTHER*	TOTAL	<table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center; width: 50px;">Yes</td> <td style="text-align: center; width: 50px;">No</td> </tr> <tr> <td>Platting Required</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Lot Split</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Petition</td> <td style="border: 1px solid black; height: 20px; text-align: center;">X</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Ordered by WCC</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>				Yes	No	Platting Required			Lot Split			Petition	X		Ordered by WCC		
	Yes	No																				
Platting Required																						
Lot Split																						
Petition	X																					
Ordered by WCC																						
Right of Way																						
Paving, grading & const.																						
Bridge																						
Drainage																						
Sanitary Sewer		\$18,000		\$18,000																		
Sidewalk																						
Water																						
Traffic Signals & Turn Lanes																						
Totals		\$18,000		\$18,000	Remarks: 100% Petition *Sanitary Sewer Utility Lateral 01, Main E, Sanitary Sewer No. 1 468-84850																	
Total CIP Amount Budgeted																						
Total Prelim. Estimate																						
13. Recommendation: Approve the petition and adopt the resolution																						
Division Head		Department Head		Budget Officer		City Manager																
				Date		Date																

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CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>	1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.																																																																																																																																																																																																												

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| 1. Initiating Department | 2. Initiating Division | 3. Date | 4. Project Description & Location | |

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| 5. CIP Project Number | 6. Accounting Number | 7. CIP Project Date (Year) | | 8. Approved by WCC Date |

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| 9. Estimated Start Date
As Required | 10. Estimated Completion Date
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| 12. Project Cost Estimate | | | 12A. | |

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| ITEM | GO | KDOT | LST | TOTAL | <table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center; padding: 5px;">Yes</td> <td style="text-align: center; padding: 5px;">No</td> </tr> <tr> <td style="padding: 5px;">Right of Way</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Paving, grading & const.</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Bridge</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Drainage</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Sanitary Sewer</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Sidewalk</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Water</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Freeway</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Totals</td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td style="border: 1px solid black; width: 50px; height: 20px;"></td> <td colspan="2" style="padding: 5px; vertical-align: top;"> Plating Required
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First Published in the Wichita Eagle on November 9, 2012

RESOLUTION NO. 12-244

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 01, MAIN E, SANITARY SEWER NO. 1 (EAST OF HYDRAULIC, SOUTH OF CENTRAL) 468-84850** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 01, MAIN E, SANITARY SEWER NO. 1 (EAST OF HYDRAULIC, SOUTH OF CENTRAL) 468-84850** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 01, Main E, Sanitary Sewer No. 1, (east of Hydraulic, south of Central) 468-84850.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighteen Thousand Dollars (\$18,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

OWSLEY PLACE ADDITION

Parcel I: South 11 feet of Lot 20, all of Lots 21 and 22, on, Kansas Avenue in Owsley Place Addition to Wichita, in Sedgwick County, Kansas;

Parcel II: The south 20 feet of Lot 17, all of Lots 18 and 19, and the North 14 feet of Lot 20, on Kansas Avenue, in Owsley Place Addition to Wichita, in Sedgwick County, Kansas.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of November, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on November 9, 2012

RESOLUTION NO. 12-245

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A NEW ALLEY FROM THE EAST EDGE OF KANSAS STREET TO A POINT APPROXIMATELY 131 FEET EAST (EAST OF HYDRAULIC, SOUTH OF CENTRAL) 472-85068 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A NEW ALLEY FROM THE EAST EDGE OF KANSAS STREET TO A POINT APPROXIMATELY 131 FEET EAST (EAST OF HYDRAULIC, SOUTH OF CENTRAL) 472-85068 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a new alley from the east edge of Kansas Street to a point approximately 131 feet east (east of Hydraulic, south of Central) 472-85068. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Seventeen Thousand Dollars (\$17,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

OWSLEY PLACE ADDITION

Parcel I: South 11 feet of Lot 20, all of Lots 21 and 22, on Kansas Avenue in Owsley Place Addition to Wichita, in Sedgwick County, Kansas:

Parcel II: The south 20 feet of Lot 17, all of Lots 18 and 19, and the North 14 feet of Lot 20, on Kansas Avenue, in Owsley Place Addition to Wichita, in Sedgwick County, Kansas.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of November, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



RECEIVED

CCT 03 '12

SANITARY SEWER PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

OWSLEY PLACE ADDITION

Parcel I: South 11 feet of Lot 20, all of Lots 21 and 22, on Kansas Avenue in Owsley Place Addition to Wichita, in Sedgwick County, Kansas;

Parcel II: The south 20 feet of Lot 17, all of Lots 18 and 19, and the North 14 feet of Lot 20, on Kansas Avenue, in Owsley Place Addition to Wichita, in Sedgwick County, Kansas

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- east of Hydraulic
South of Central
Dist. 1*
- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
 - (b) That the estimated and probable cost of the foregoing improvement is Eighteen Thousand Dollars (\$18,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 1, 2012.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described

above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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OWSLEY PLACE ADDITION

Parcel I & II

YOST AUTO SERVICE, INC.

By: 

Russell Yost, President

**OWSLEY PLACE ADDITION
SANITARY SEWER PETITION
COST ESTIMATE**

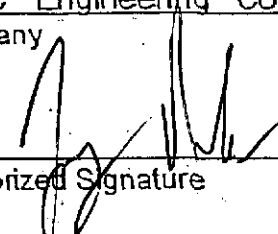
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS Sand Fill - Demo	290	LF	\$ 15.00		\$ 4,350.00
New Manhole	1	LF	\$ 4,000.00		\$ 4,000.00
Remove Manhole	2	EA	\$ 1,500.00		\$ 3,000.00
			Contingencies @ 20% +/-		\$ 2,270.00
			Construction Total		\$ 13,620.00
			35% Engineering, Administration, Etc.		\$ 4,767.00
			TOTAL		\$ 18,387.00

For Petition Use \$18,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

411 N. Webb Road

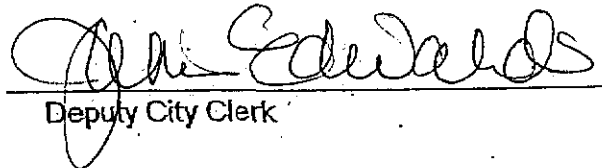
Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this

3rd day of October 2012





Deputy City Clerk

RECEIVED

OCT 03 '12

PAVING PETITION
ALLEY CONSTRUCTION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

OWSLEY PLACE ADDITION

Parcel I: South 11 feet of Lot 20, all of Lots 21 and 22, on Kansas Avenue in Owsley Place Addition to Wichita, in Sedgwick County, Kansas;

Parcel II: The south 20 feet of Lot 17, all of Lots 18 and 19, and the North 14 feet of Lot 20, on Kansas Avenue, in Owsley Place Addition to Wichita, in Sedgwick County, Kansas

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- east of Hydraulic,
South of Central
Dist. 1*
- (a) That there be constructed within the area described above, a new **alley from the East edge of Kansas Street to a point approximately 131 feet East.** That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
 - (b) That the estimated and probable cost of the foregoing improvement is Seventeen Thousand Dollars (\$17,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 1, 2012.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or

construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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OWSLEY PLACE ADDITION

Parcels I & II

YOST AUTO SERVICE, INC.

By: 

Russell Yost, President

**OWSLEY PLACE ADDITION
PAVING/ALLEY CONSTRUCTION PETITION
COST ESTIMATE**

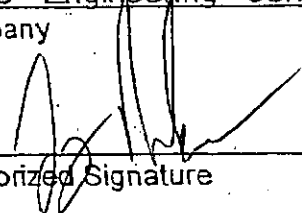
Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement	340	SY	\$ 18.00	\$ 20.00	\$ 6,800.00
Base Coarse	350	SY	\$ 8.00	\$ 10.00	\$ 3,500.00
Contingencies @ 20% +/-					\$ 2,060.00
Construction Total					\$ 12,360.00
35% Engineering, Administration, Etc.					\$ 4,326.00
TOTAL					\$ 16,686.00

For Petition Use \$17,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

411 N. Webb Road

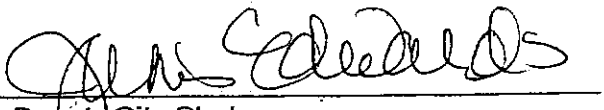
Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this

31st day of October 20 12





Deputy City Clerk

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Community Events – Turkey Trot 10 Mile Race (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Turkey Trot 10 Mile Race with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Turkey Trot 10 Mile Race November 17, 2012 8:00 am – 12:00 pm

- Sim Park Drive, Stackman Drive to Murdock Street
- McLean Boulevard, Seneca Street to Meridian Avenue
- McLean Boulevard, northbound to Central Avenue

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Say Grace Race (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Say Grace Race with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Say Grace Race November 22, 2012 8:00 am – 12:00 pm

- Emporia Street, 13th Street to 10th Street
- Topeka Street, 13th Street to Elm Street
- 13th Street, Topeka Avenue to Emporia Avenue
- 12th Street, Topeka Avenue to Emporia Avenue
- 11th Street, Topeka Avenue to Emporia Avenue
- 10th Street, Topeka Avenue to Sante Fe Street
- 9th Street, Topeka Avenue to Sante Fe Street
- Pine Street, Topeka Avenue to Sante Fe Street
- Elm Street, Topeka Avenue to Sante Fe Street
- Sante Fe Street, 10th Street to 9th Street
- Emporia Circle, 9th Street to 9th Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing

Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 for K-96/Greenwich Interchange (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On July 7, 2009, the City Council approved a petition to design improvements to the interchange of K-96 Freeway and Greenwich. On July 24, 2009, the Staff Screening and Selection Committee recommended Professional Engineering Consultants (PEC) to design the interchange based upon their approach to the project, staff availability, knowledge and expertise. On September 11, 2009, negotiations for a scope of work and fee were concluded and a design agreement was approved by the City Council on October 13, 2009, for \$294,000. On October 16, 2012, the City Council approved \$1,000,000 in local sales tax funds to complete design revisions as a result of proposed development, begin the purchase of right-of-way and initiate utility relocations.

Analysis: The current partial interchange provides east bound exit and west bound entrance to K-96. The original design agreement was for constructing the interior loops to make it a full interchange. This supplemental agreement is to modify the current design of the ramps to match the proposed development, widen/change geometry on Greenwich from 21st Street North to 27th Street North, and add signals at 26th and Greenwich Village. The supplemental also includes updating and submitting the break in access study to Kansas Department of Transportation.

Financial Considerations: The City Council previously approved \$1,000,000 budget for design changes, right-of-way acquisition, and utility relocation. The funding source is Local Sales Tax Funds and is included in the Adopted Capital Improvement Program. The original design agreement was for \$294,000. The funding source for the original design was special assessment. Fees have been negotiated with PEC for the design revisions in the amount of \$374,000. With this supplemental agreement, the total design fee for the interchange of K-96 Freeway and Greenwich improvements will be \$668,000.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 13, 2009

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 13, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the K-96 AND GREENWICH INTERCHANGE IMPROVEMENTS (Project No. 472 84836).

WHEREAS, paragraph IV. B of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as slated on page 1 of the above referenced agreement is hereby amended to include the following:

**Additional Scope of Services
(see Exhibit “A”)**

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A, shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$_____.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2012.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

P.A.

PROFESSIONAL ENGINEERING CONSULTANTS,

ATTEST:

**Scope of Design Services Statement
For
K-96 and Greenwich Interchange Modifications
from 21st Street North to Approx 1700' North of K-96**

**Supplement No. 1
(Project No. 472 84836)**

The ENGINEER shall design and prepare final construction documents for Greenwich Road and K-96 ramps to complete the east half of the existing interchange and to provide improvements on Greenwich road to accommodate the proposed development east of Greenwich and generally in accordance with the attached Exhibit A-1, further denoted as the PROJECT. This project includes significant modifications to the existing plans prepared by PEC under the original agreement including approximately 4100' of improvements on Greenwich Road and modifications to all four (4) ramps connecting to K-96. Due to the additional lanes on Greenwich Road and the K-96 ramps to accommodate the anticipated traffic volume for the development on the east side of Greenwich only a small portion of the plans completed under the original agreement are able to be utilized for this project. Following is a summary of the major task items associated with the project which are considered additional work.

- Additional field survey from 21st Street to 1500' north and from 900' north of K-96 to 1900'. Totals approximately 2600' of additional survey on Greenwich Road.
- Additional field survey on Ramps W-NS and NS-W to accommodate the geometric modifications.
- Revise and resubmit the Break in Access Study to KDOT.
- Revise the pavement geometry to widen Greenwich road for approximately 4100'. This includes revisions to all of the previous design completed under the original agreement.
- Revise the horizontal and vertical geometry on all 4 ramps including all pavements from Greenwich road to the gores on K-96 for the new ramps designed in the original agreement.
- Modification to the pavement geometry on 26th St. N. and Greenwich Village.
- Provide additional Right of Way Documents including tract maps and legal descriptions on Greenwich Road.
- Revise traffic signal plans at both ramp terminals.
- Add traffic signals at two intersections including 26th Street N. and Greenwich Village.
- Mill and overlay entire existing pavement width on Greenwich Road from begin to end of construction.(approx. 4100').
- Full depth concrete intersections at two (2) ramp terminals.
- Extend 3-6 x 3 RCB Rt. and Lt. under south ramps.
- Revise and modify storm water sewers on Greenwich road and ramps.
- Signing, pavement marking and lighting (on Greenwich and K-96).
- Seeding and landscaping plans.
- Prepare and re-submit permits for project in accordance with DWR, USACE and KDHE requirements.
- Re-address all new utility impacts along Greenwich Road.

- With the interchange project we were not required to go to DAB. We have included this service in this supplement.
- The modifications to the plans include new and/or revised plans for typical sections, plan and profile sheets (on Greenwich and four K-96 Ramps), Coordinate geometry sheets, curve stakeout tables, SWS plans, profiles, summaries and details, interchange details and intersection details, paving plans and details, RCB culvert details, landscaping plans and details, lighting plans, traffic signal plans, signing and pavement marking, construction sequence and traffic control plans, cross-sections, earthwork balances, pavement and other miscellaneous quantities and summaries.

The ENGINEER shall provide professional services as required to develop final plans in conformity with the state and federal design criteria appropriate for the PROJECT in accordance with the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedure for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with the Special Provisions, and with any necessary Project Special Provisions, and A Policy of Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the lasted version of the Manual on Uniform Traffic Control Devices (MUTCD), as applicable. Plans shall be prepared in the format and detail as required by the City Engineer for the City of Wichita and the Kansas Department of Transportation.

The scope of services set forth herein is predicated on the PROJECT receiving concurrence from the FHWA and KDOT as a Categorical Exclusion classification.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying

recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.

4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. This work shall include only that necessary to resolve conflicts with existing waterline. **Since the extent of this work is not known, fees will be negotiated as a separate supplemental agreement should waterline relocations be necessary.**
6. Pedestrian and Bike Facilities. Prepare geometric/alignments and traffic control systems as necessary to realign bike path to line up with south ramp terminal crosswalk.
7. Preliminary Sanitary Sewer Line Alignments and Profiles. Preliminary Sanitary Sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. **Since the extent of this work is not known, fees will be negotiated as a separate supplemental agreement should sanitary sewer line relocations be necessary.**
8. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita. ENGINEER will stake the parcels for acquisition.
9. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
10. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge widening construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.
11. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
12. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in

charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. In addition, the ENGINEER will meet at least twice jointly with the Design Council/City Council to obtain approval of art elements in the design. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.
(It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
 - (b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
 - (c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an

approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be included in the ENGINEER'S fee estimate. All bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.

- (d) Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.
 - (e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.
4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
- (a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.
 - (b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.
 - (c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
 - (d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 78, "Cleanup, Restoration or Replacement Following Construction."
 - (e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and

Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
- (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
 - (b) All engineering plans shall be prepared in ink on standard Mylar sheets in the format required by the CITY and/or KDOT. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3½"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
 - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
 - (d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.
 - (e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
 - (f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a 3 ½" diskette or CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
 - (g) Final Tracings. The original tracings (plan sheets to be on Mylar) of the approved final plans and supplemental specifications shall be delivered to the City Engineer, of the City of Wichita, for the taking of bids as appropriate for the CITY and/or KDOT. Two half scale plans shall be furnished to the CITY, and if a KDOT/Federally funded project, 4 additional half scale plans shall be furnished.
 - (h) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
 - (i) ENGINEER shall provide the CITY with electronic files suitable for power point

presentations to the Design Council and City Council.

6. Utility Relocation ENGINEER will stake the right-of-way for utility relocation.
7. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
8. Post Letting.
 - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
 - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
 - (c) The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
9. Project Schedule. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - a. Concepts of the PROJECT by December 21, 2012
 - b. Field check plans of the PROJECT are due June 14, 2013
 - c. Office check plans are due February 14, 2014
 - d. Completion of all work required by this agreement (including submittal of final approved bid documents for advertising the PROJECT by May 16, 2014.

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Contract Renewal with Sedgwick County for Housing First Funding

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract agreement renewal and authorize the necessary signatures.

Background: In 2006, the Wichita City Council and the Sedgwick County Commission authorized a Task Force on Ending Chronic Homelessness. The Task Force held meetings and conducted research over an 18-month period, and presented its recommendations to both elected bodies in March, 2008. One of the recommendations was the creation of a Housing First program, which both governmental units endorsed. It was later agreed that the rental subsidy costs for the Housing First program would be evenly split between the City of Wichita and Sedgwick County, and that the City of Wichita would administer the program.

Analysis: According to the U.S. Department of Housing and Urban Development a "chronically homeless" person is "an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years". Housing First is a nationally-recognized model which has proven effective in addressing the needs of this population. In Wichita's Housing First program, participants are provided permanent housing in apartments located in scattered sites in the community. They are required to meet weekly with a case manager and to adhere to the terms of their lease. Rent and utility payments are provided for the units until such time as the participant can live independent of the assistance, or until/unless some other housing arrangement is deemed more appropriate.

Since the program began housing people in March, 2009, a total of 139 have been placed (as of September 30, 2012). Of the 139 clients served there have been 42 successful exits and 62 clients remain stably housed. Successful exits included: 22 who left the program because their income increased and they no longer needed the assistance; 14 who moved to be closer to family, one who received a Section 8 voucher, one who received a HUD-VASH voucher, one who moved into a Public Housing unit, two who entered a treatment facility, and one who entered a nursing home. Of the unsuccessful exits, 17 were terminated for program violations and 16 went to jail. Two people died while housed. Of the 62 people currently housed, 44 have remained in housing for over one year, and 29 are contributing a percentage of their income toward their housing expenses – partial rent and/or utility payments.

Financial Considerations: The 2013 budget for rent and utilities is \$382,736 for at least 64 units of housing. The City Council has approved funding from the General Fund, equal to half this amount. Sedgwick County has approved funding for the balance. This is the fifth year of funding for the program.

Legal Considerations: The Law Department has approved the contract agreement renewal as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract agreement renewal and authorize the necessary signatures.

Attachments: Contract agreement renewal.

AGREEMENT

This contract entered into as of this _____ day of _____ 2012, by and between the City of Wichita, a municipal corporation, hereinafter referred to as "City" or "Contractor," and Sedgwick County, Kansas hereinafter referred to as "County."

WITNESSETH:

WHEREAS, City and County formed a Taskforce to End Chronic Homelessness (TECH) to develop a plan to effectively address the needs of people experiencing chronic homelessness; and

WHEREAS, the TECH plan to end chronic homelessness included implementation of a Housing First model program; and

WHEREAS, County wishes to contract with City for implementation of a Housing First model as hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Employment: County hereby agrees to engage City as an independent contractor and City hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B – Purpose and Outcomes.
2. Term: The term of this contract shall be for a period of one year, commencing January 1, 2013 and ending December 31, 2013.
3. Scope: City shall do, perform and carry out implementation of a Housing First Model Program to serve individuals who meet the criteria for chronic homelessness and have a disability (as defined by the U.S. Department of Housing and Urban Development) in a satisfactory and proper manner, as determined by County and in conformance with the criteria outlined in Appendix B – Purpose and Outcomes.
4. Compensation: City and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to City for performance of this contract exceed the maximum cash amount of \$191,368.00 for rent support for approximately 32 apartments. Payments will be made monthly on a reimbursement basis upon receipt of an invoice detailing expenditures for the prior month. An invoice is required for payments to be processed. Additionally, City agrees to report to County quarterly as outlined in Appendix B – Purpose and Outcomes.
5. Indemnification Agreement. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any

employee or agent of that party to the degree such indemnification is allowed by law. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

6. Termination of Contract.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

7. Incorporation of Appendices: Appendix A – General Contractual Procedures; Appendix B – Purpose and Outcomes; and Appendix C - Budget are attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS

Tim R. Norton, Chairman
Board of County Commissioners

Carl Brewer, Mayor
Wichita City Council

ATTEST:

ATTEST:

Kelly B. Arnold, County Clerk

Karen Sublett, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Jennifer Magaña, Deputy County Counselor

Gary E. Rebenstorf, Director of Law

APPENDIX A

GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

- A. Affirmation of Legal Authority. City (herein referred to as "Contractor") assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary. This subparagraph B shall not be applicable if the Contractor is a Kansas Municipal Corporation.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

3. PERSONNEL.

- A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.
- B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.
- E. Participant Safeguard. Contractor certifies that:
1. Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;
 2. Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3. Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
 4. Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.
- F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

- A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
- C. Employee Conflicts. Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.
- D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

- A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.
- B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.
- C. Cash Basis and Budget Laws. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that each party shall at all times stay in conformity with such laws, and as a condition of this Agreement each party reserves the

right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

- D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.
- E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. PROGRAM INCOME.

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Seven (7) below. Program income shall be defined as gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the contract, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights. Interest earned on advances of County funds is not program income. Except as otherwise provided in County contract requirements, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc, or interest earned on any of them. Unless otherwise stated in the contract, program income earned during this contract term shall be retained by Contractor and shall be added to funds committed to the project by County and Contractor and used to further eligible project or program objectives.

7. RECORDS, REPORTS AND INSPECTION.

- A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.
- B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County annually. With the copy of the audit Contractor shall include a copy of the audit letter to management and agency response. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.
- E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- F. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.
- G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. METHOD OF BILLING AND PAYMENT.

- A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this

contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

- B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.
- C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.
- D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.
- E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

9. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

10. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. INSURANCE REQUIREMENTS

Contractor shall annually provide evidence of its self-insured status upon request. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

12. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. PUBLICATION OF CONTRACT RESULTS.

- A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

- B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

17. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

- A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose and outcomes of this agreement.
- B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.
- C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.
- D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

18. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

- A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

19. TERMINATION OF CONTRACT.

- A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

20. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.

21. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Division of Human Services
Attn: Tim Kaufman, Deputy Director
635 N. Main
Wichita, KS 67203-3752
PHONE (316) 660-7600
FAX (316) 383-7925

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: City of Wichita
Mary K. Vaughn, Housing Director
332 N. Riverview
Wichita, Kansas 67203

City of Wichita Legal Department
Attn: Contract Notification
City Hall, 455 North Main
Wichita, KS 67202

22. Amendments to Agreement.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Line item changes to the approved Appendix C- Budget

(where applicable) exceeding ten percent (10%) or \$5,000 (whichever is less) must be presented to and approved by the Executive Director of COMCARE.

23. Certificate of Tax Clearance.

Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes.

24. Debarment/Suspension

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

APPENDIX B – PURPOSE AND OUTCOMES

CITY OF WICHITA – HOUSING FIRST INITIATIVE

It is mutually agreed by and between County and City that it is the purpose of this contract for City to implement a Housing First model program to serve individuals who meet the criteria for chronic homelessness and have a disability (as defined by the U.S. Department of Housing and Urban Development) through its Housing and Community Services Department.

1. GENERAL PROVISIONS.

- A. It is understood that City's records used in the preparation of all reports are subject to review by County to ensure the accuracy and validity of the information reported.
- B. It is mutually agreed by and between County and City that this contract will be evaluated by County in terms of meeting purpose and outcomes.
- C. City shall provide written notice to the Division of Human Services if it is unable to provide the requested quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- D. City agrees to submit a program progress report covering the outcomes as listed below by the 15th day of the month following each calendar quarter. Financial reports are due no later than the 15th day of the month following the end of each calendar quarter. Reports should be in a format acceptable to County. A report template is available. The report should be sent to the Division of Human Services Homeless Plan Specialist (e-mail address available upon request). The program progress report should address the outcomes as stated in the contract. Financial reports should provide a line item account of how the funds were expended over the last quarter in accordance with the budget as set out in Appendix C. If the reports are not received by the aforementioned deadline, City may be subject to suspension of payment until the reports have been received and approved.
- E. Sedgwick County funds will only be used to serve individuals who meet the criteria for chronic homelessness and have a disability as defined by the U.S. Department of Housing and Urban Development.

2. SERVICE DESCRIPTION.

A Housing First program is designed to end homelessness and support recovery for individuals who are homeless and have a disability. The Housing First model is based on the belief that housing is a basic need and on a theoretical foundation that emphasizes consumer choice and harm reduction. The program addresses homeless individuals' needs

from a consumer perspective, encouraging them to define their own needs and goals, and provides immediate housing (in the form of apartments located in scattered sites) without any prerequisites for treatment.

Consumers' tenancy is not dependent on their adherence to treatment. Case managers work with consumers through housing loss, hospitalization, or incarceration and help consumers obtain housing after these episodes. While consumers can refuse services, the program requires them to meet with a case manager at least four times per month to ensure their safety and well-being.

Important components for all Housing First programs include:

- a) Case management is utilized to coordinate services that follow a housing placement;
- b) Housing is not contingent on the consumer's willingness to accept treatment services;
- c) Consumers are encouraged but not required to take medications or abstain from using substances to participate;
- d) Service plans are individualized and client driven;
- e) Assistance locating rental housing and lease negotiation, as well as relationship building with private market landlords; and,
- f) Housing placement is not time limited.

Sedgwick County is allocating \$191,368.00 for approximately 32 apartments in the Housing First Model Program. It is anticipated that 16 of the 32 apartments will be one-bedroom apartments but the figure can be adjusted contingent on County approval. Up to \$10,000 is budgeted for repairs.

3. OUTCOMES.

City agrees to report on outcomes quarterly. Performance reports are due by the 15th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the Division of Human Services Homeless Plan Specialist at 635 N. Main, Wichita, KS 67203.

1. Maintain fidelity to the model as evidenced by adherence to the components listed above.
2. Reduction in length of stay in shelters as measured by time Housing First consumers spent in shelters during the last year as compared to length of time spent in shelters during the current year.
3. Number of consumers referred for Housing First services, placed in Housing First apartments, and number of consumers continuing in the Housing First program.
4. Reduction in subsidy amounts needed to continue housing participants, due to increases in participant income.
5. Reduction in homelessness for program participants as measured by consumers not re-entering the shelter system.
6. Number of positive exits from the Housing First program.

APPENDIX C – BUDGET

CITY OF WICHITA HOUSING FIRST PROGRAM

EXPENDITURE	BUDGETED AMOUNT
Rent and Security Deposit	\$181,368.00
Repairs	\$10,000.00
TOTAL	\$191,368.00

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Change Order No. 1- 13th Street Improvement, Hydraulic to Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: The 2009-2018 Capital Improvement Program (CIP) included funding to reconstruct 13th Street, between Hydraulic and Oliver. On February 7, 2012, the City Council approved construction funding for the project. On June 15, 2012, the City Council approved a construction contract with Cornejo & Sons, LLC for \$11,764,363, and construction began in August. Approval for replacement of the existing underdrain system at 13th Street and Lorraine is requested at this time.

Analysis: Underground springs are constantly seeping water to the surface of the pavement at 13th Street and Lorraine. This surface water causes icy road conditions in the winter and makes the soil subgrade for the new roadway unstable. The new underdrain system requested in this change order will prevent these conditions by piping the water to the new storm sewer system. Incomplete records indicated the presence of an existing underdrain system, but verification of the condition was only possible once the pavement was removed. The existing system had deteriorated to the point of being ineffective, and must be replaced.

Financial Considerations: The cost of the new underdrain system is \$36,812. The original contract amount is \$11,764,363. This change order represents 0.31% of the original contract amount. Funding is available within the existing project budget.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



PUBLIC WORKS-ENGINEERING

September 28, 2012
CHANGE ORDER

To: Cornejo & Sons, LLC
Change Order No.: 1
Purchase Order No.:
CHARGE TO OCA No.: 706933

Project: 13th Street, Hydraulic to Oliver
Project No.: 472-84320
OCA No.: 706933/635803/624100
PPN: 205399/752025/652018

Please perform the following extra work at a cost not to exceed \$36,812.24

Additional Work: Replace the existing subgrade underdrain system at 13th & Lorraine with a new underdrain system consisting of approximately 1350 lf of 6" corrugated perforated polyethylene pipe with a sock in rock bedding and wrapped in a filter fabric.

Reason for Additional Work: There are underground springs that constantly seep water to the surface of the ground at 13th & Lorraine. A new underdrain system is needed to prevent icy road conditions in the winter and unstable soil subgrade for the new roadway.

<u>Item</u>	<u>KDOT#</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Underdrain System		Negot'd	1 LS	\$36,812.24	\$36,812.24
					TOTAL: \$36,812.24

CIP Budget Amount: \$15,210,000.00

Original Contract Amt.: \$11,764,362.68

Consultant: Baughman

Exp. & Encum. To Date: \$13,945,855.42

CO Amount: \$36,812.24

Unencum. Bal. After CO: \$1,227,332.34

Current CO Amt.: \$36,812.24

Amt. of Previous CO's: \$0.00

Total of All CO's: \$36,812.24

% of Orig. Contract / 25% Max.: 0.31%

Adjusted Contract Amt.: \$11,801,174.92

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
Interim City Engineer

Date

Approved:

Approved

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest:_____

City Clerk

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Change Order No. 16 - Douglas Block Parking Garage (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 16

Background: The City has entered into a development agreement with Douglas Place, LLC and Slawson Investment Corporation regarding improvements to the Douglas Block properties, an area bordered by Douglas, Topeka, William and Broadway Streets in downtown Wichita. As part of that development agreement, the City is constructing a parking garage on the northwest corner of Topeka and William Streets. Wilson Darnell Mann Architects is the designer of the project and Key Construction was awarded the construction contract following a normal bid process.

Costs and reasons for all change orders to-date are as follows:

CO No. 1	Exploratory concrete slab removal.	\$4,995
CO No. 2	Remove buried concrete slabs, building foundations, etc.	\$60,000
CO No. 3	Delete test piles, add pavers, add concrete, change storefront, add exit lights, change gas service line.	\$8,756
CO No. 4	Additional excavation of unsuitable soil.	\$100,000
CO No. 5	Add 21 auger cast piles.	\$20,211
CO No. 6	Additional concrete footings and pile caps.	\$9,923
CO No. 7	Add waterproofing, add reinforcing at stair, thicken slab, add curb ramp, add reinforcing in topping slab, make elevator more vandal resistant.	\$24,140
CO No. 8	Add telecommunications room, add conduit to "area of refuge" landings, authorize the City's share of reworking the perimeter sidewalk to the new standard design for the Douglas Block.	\$92,898
CO No. 9	Relocate route for natural gas lines through the garage.	\$3,788
CO No. 10	Revise storm sewer to get around obstacle and connect existing sanitary sewer from Kansas Health Foundation that was unknown prior to digging.	\$3,378
CO No. 11	Revise design asphalt mix for William Street and add fabric reinforced base, add six exit lights in garage due to visual obstructions.	\$6,898

CO No. 12	Provide air testing of sanitary sewer line. No longer a City service.	\$832
CO No. 13	Remove unanticipated debris under alleys, delete chain link enclosures.	\$2,312
CO No. 14	Reduce size of irrigation sleeves under concrete, delete CO No. 9, relocate natural gas lines to new location per Kansas Gas Service requirements, paint walls in garage adjacent to stair towers.	\$3,931
CO No. 15	Add two-hour fire rated ceiling in commercial space, delete painting of exterior walls, add one pipe bollard, extend completion date 21 days to 12/7/12.	\$8,970

The original construction contract anticipated some damage to William Street due to construction activity, and the necessary repairs were included in the cost. However, the City has decided to resurface William Street under a separate project and the Engineering Division has requested that work done by the parking garage contractor be changed to be consistent with the work planned for the rest of the street. The added cost of this additional street-related construction work will be covered in Change Order No. 16.

Analysis: The total cost of Change Order No. 16 is \$15,764. The following list of changes is included in Change Order No. 16 and defines the new items of work required for the street modifications to coordinate with the additional street resurfacing that will be done later under a separate contract.

1. 1.5 hours of additional surveying.	\$180
2. 76 lineal feet of additional saw cutting.	\$456
3. Additional demolition of concrete, asphalt, subgrade and pavers.	\$2,650
4. Add 61 square yards of crushed rock base.	\$621
5. Add 61 square yards of base asphalt paving.	\$2,013
6. Add 160 lineal feet of edge milling of asphalt for transition between old and new.	\$1,760
7. Add new ramps at corner of Topeka and William which are compliant with the Americans with Disabilities Act requirements.	\$566
8. Delete 159 square yards of 2-inch asphalt (to be installed later by others).	(\$1,193)
9. Install a new concrete foundation for new signal pole at Topeka and William.	\$6,298
10. Conduit from existing vault to pole location.	\$298
Subtotal	\$13,649
Contractor's Overhead @ 5%	\$682
Contractor's Profit @ 10%	<u>\$1,433</u>
Grand Total	\$15,764

This change order is necessary because if the work required under the original construction documents were to be performed as specified, it would have to be torn out and reworked as part of the street modifications scheduled for early next year under a separate contract. Making the modifications and performing the work now to coordinate with what will be done next year saves the City money over all.

Financial Considerations: The budget for the Douglas Place Development currently includes \$399,587 of unencumbered funds. The original contract amount is \$4,731,600. This change order, plus previous change orders totals \$366,796, which represents 7.75% of the original contract amount and is within the 10% limit set forth by City Council policy. Funding is available within the existing project budget.

Legal Considerations: The Law Department has approved Change Order No. 16 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 16 and authorize the necessary signatures.

Attachments: Change Order No. 16 and pricing quote sheets.

**To: Key Construction, Inc.****Project: Douglas Block Parking Garage****Change Order No.: Sixteen (16)****Project No.: 435472****Purchase Order No.: 240032****OCA No.: 50/50 to 792574 & 792575****CHARGE TO OCA No.: 50% to 792574****PPN:****50% to 792575****Please perform the following extra work at a cost not to exceed****\$15,764.32**

Additional Work: Make changes to paving along William Street and install a new signal pole base per the request of City Engineering Staff and Ruggles & Bohm, civil engineers.

Reason for Additional Work:

The City has decided to resurface William Street adjacent to the project using funds remaining in the project budget at the conclusion of construction. Some repairs to William Street adjacent to the project site were anticipated and included in the construction contract due to expected damage related to construction activity. However, now due to the City's plan to resurface William, the work to be done by the general contractor has been expanded so that the final street resurfacing will be of consistent quality from curb to curb. One example of this is that an exploratory excavation exposed an old brick street below the existing asphalt, and the City Engineer determined that the brick must be removed and replaced with a standard rock base for consistent quality. This unexpected expense has added to the cost. Also the paving area has been expanded, ADA ramps have been changed, etc. In addition, a new base must be installed for the signal pole at the NW corner of Topeka and William to accommodate a new signal pole with a long horizontal arm.

Item	Negot'd/Bid	Qty	Unit Price	Extension	Price
1.5 hrs. additional surveying	Negotiated			Lump Sum	\$180.00
76 LF additional sawcutting	Negotiated			Lump Sum	\$456.00
Additional demo of concrete, asphalt, subgrade and pavers	Negotiated			Lump Sum	\$2,650.00
Add 61 SY crushed rock base	Negotiated			Lump Sum	\$620.68
Add 61 SY base asphalt paving	Negotiated			Lump Sum	\$2,013.00
Add 160 LF edge milling for transition	Negotiated			Lump Sum	\$1,760.00
Add new ADA ramps at corner	Negotiated				\$565.58
Delete 159 SY of 2" asphalt (To be installed later by others)	Negotiated				(\$1,192.50)
Concrete pole foundation, bolts, etc.	Negotiated				\$6,298.00
Conduit from existing vault to pole loc.	Negotiated				\$298.00
Subtotal					\$13,648.76
Key Overhead @ 5%					\$682.44
Key Profit @ 10%					\$1,433.12
Grand Total					\$15,764.32

Douglas Block Parking Garage
Change Order 16
Page 2

CIP Budget Amount:	\$7,570,000.00	Original Contract Amt.: \$4,731,600.00
Consultant: WDM Architects		Current CO Amt.: \$15,764.32
Total Exp. & Encum. To Date: \$7,161,647.67		Amt. of Previous CO's: \$351,037.25
CO Amount: \$15,764.32		Total of All CO's: \$366,601.57
Unencum. Bal. After CO:	\$392,588.01	% of Orig. Contract / 10% Max.: 7.75%
		Adjusted Contract Amt.: \$5,098,201.57

Recommended By:

Approved:

Edward Martin Date
Project Manager

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved:

Scott Casebolt Date
Project Manager, Key Const.

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

Approved:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest:

City Clerk Date

CITY OF WICHITA
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1903 South Meridian for the Meridian Drainage Outfall Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 19, 2008, the City Council approved a project to provide storm water drainage relief for the area bounded by Meridian, Harry, Pawnee and the Big Arkansas River. Additionally, the project will improve Meridian from Pawnee to Orient. Orient will be realigned to intersect at Meridian, south of the current intersection. This will create a separation from the railroad corridor. The drainage portion of the project requires the acquisition of all or part of five parcels. Two of the properties required are also impacted by the Meridian street improvement project. At this time, the design of the drainage portion of the project is sufficient to allow the acquisition of right of way. All the tracts required for the road project have not been defined but the two also in the drainage project have been described, and will be acquired with this approval.

The property located at 1903 South Meridian is improved with a retail store and warehouse. The eastern portion of the building abuts the Meridian right-of-way. Improvements within the existing right-of-way will move closer to the building. The proposed acquisition area is a ten foot strip of land from that part of the site without any improvements. The area to be acquired consists of 1,000 square feet and is vacant land.

Analysis: The owner rejected the appraised offer of \$2,600, or \$2.60 per square foot and agreed to accept \$5,000. The additional \$2,400 in compensation is reasonable for new right-of-way improvements, which will be placed in close proximity to the site's existing improvements. The road will be widened to accommodate a fifth lane, and a sidewalk will be installed. The additional \$2,400 for proximity damages is a reasonable and prudent settlement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,000 is requested. This includes \$5,000 for the acquisitions and \$1,000 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) approve the budget and 2) accept the utility easement.

Attachments: Real estate agreement, tract map, and aerial map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2012 by and between Daniel Linnebur and Dana Linnebur, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

A 10 foot wide tract of land lying within an unplatted portion of the Northeast Quarter of Section 36, Township 27 South, Range 1 West of the 6th PM, Sedgwick County, Kansas, said 10 foot wide tract of land being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Buhr Addition, Wichita, Sedgwick County, KS, ; thence easterly along the easterly extension of the south line of said Lot 1, 10 feet to a point 40 feet normally distant west of the east line of said Northeast Quarter; thence southerly parallel with the east line of said Northeast Quarter, 100 feet to the intersection with the easterly extension of the north line of Lot 2, Q-Tech Addition, Wichita, KS; thence westerly along said extended north line, 10 feet to the northeast corner of said lot 1; thence northerly parallel with the east line of said Northeast Quarter, 100 feet to the point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property the sum of Five Thousand Dollars (\$5,000) in the manner following, to-wit: cash at closing.

3. Buyer shall have the right to obtain, at Buyer's expense, a complete abstract of title certified to date, or a title insurance commitment to insure to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to City of Wichita, Kansas, Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. Taxes shall be pro-rated for the calendar year through the date of closing.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 2, 2012.

7. The Seller further agrees to convey the above-described premises with no improvements located thereon and deliver possession of the same and in the same condition as they now.

8. Possession to be given to Buyer at closing.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be split 100% Buyer and 0% Seller. Buyer will pay 100% of the closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Daniel Linnebur

Dana Linnebur

BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

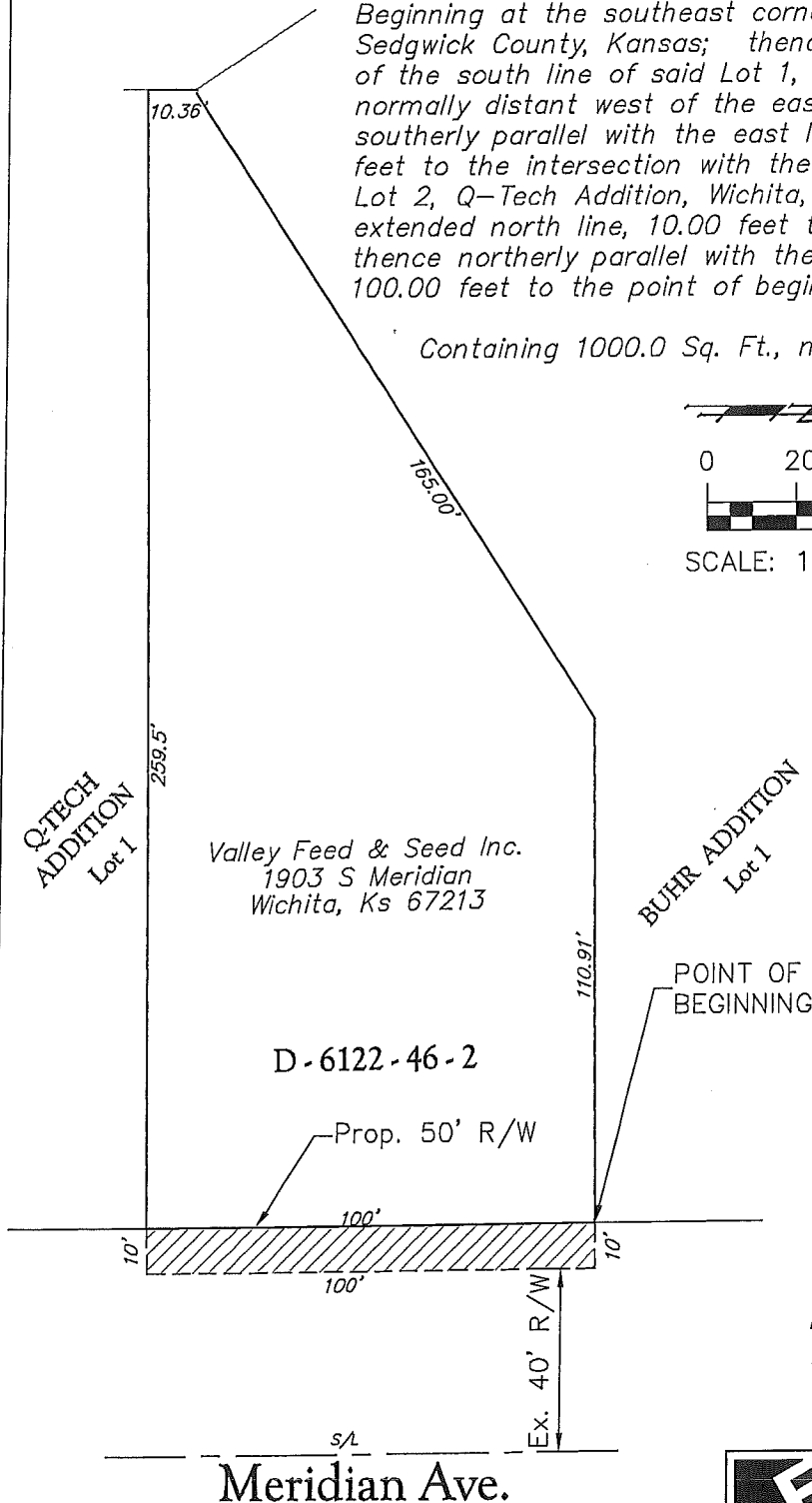
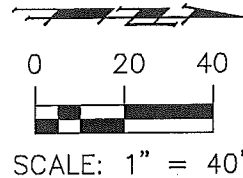
Gary E. Rebenstorf, Director of Law

EXHIBIT

LEGAL DESCRIPTION:

A 10.00 foot wide tract of land lying within an unplatted portion of the Northeast Quarter of Section 36, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said 10.00 foot wide tract of land being more particularly described as follows:
Beginning at the southeast corner of Lot 1, Buhr Addition Wichita, Sedgwick County, Kansas; thence easterly along the easterly extension of the south line of said Lot 1, 10.00 feet to a point 40.00 feet normally distant west of the east line of said Northeast Quarter; thence southerly parallel with the east line of said Northeast Quarter, 100.00 feet to the intersection with the easterly extension of the north line of Lot 2, Q-Tech Addition, Wichita, Kansas; thence westerly along said extended north line, 10.00 feet to the northeast corner of said Lot 2; thence northerly parallel with the east line of said Northeast Quarter, 100.00 feet to the point of beginning.

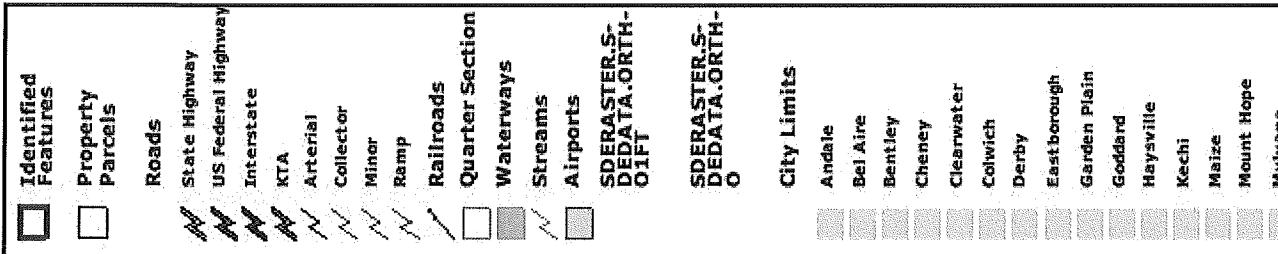
Containing 1000.0 Sq. Ft., more or less.



Project Number 08-02-E038
E:eng/Meridian Drainage\Exhibit\VF_SXhibit.dwg

2-5-10

Baughman **Baughman Company, P.A.**
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE



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City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize acceptance of \$20,000, combined with remedial repairs to irrigation systems, as a full settlement for all claims arising out of negligent property damage claim.

Background: The claim arises from damages to a City irrigation systems resulting from trenching for purposes of a KDOT project undertaken inside City limits on Kellogg right-of-way. The damage to irrigation was followed by plantstock losses during the last two hot and dry summers. The contractor has since repaired or caused repairs to the irrigation systems, and additionally offered \$20,000 for a full release of claims and to compensate for some of the plant loss.

Analysis: Acceptance of the combined work and cash as full settlement of the claim is recommended; the proposal is reasonable in light of the damages suffered and the risks as well as necessary costs for litigation.

Financial Considerations: Accepting the funds can offset costs of restocking plants on the Kellogg right-of-way.

Legal Considerations: The Law Department recommends settlement of this claim.

Recommendations/Actions: It is recommended that the City Council authorize acceptance of the settlement, including \$20,000.00 cash payment, and authorize execution of the Settlement Release.

Attachments: None.

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize acceptance of \$50,000 as full settlement for all claims arising out of construction project damage claim.

Background: This claim arises from damages to the fish ladder and boat passage structure associated with the new Lincoln Bridge and Dam project. On or about May 30, 2012, through June 4, 2012, significant rains occurred resulting in the flow of water over/through the structure resulting in water passing between the walls and beneath the channelizers/weirs, causing damage to the structure. The City has alleged claims in both tort and contract; the contractor has denied any responsibility. However, to resolve the claim, the contractor has offered a one-time payment of \$50,000.

Analysis: Acceptance of the payment as full settlement of the claim is recommended; the proposal is reasonable in light of the damages suffered and the risks as well as necessary costs for litigation.

Financial Considerations: Accepting the funds benefits the City.

Legal Considerations: The Law Department recommends settlement of this claim.

Recommendations/Actions: It is recommended that the City Council authorize acceptance of the settlement, including \$50,000 cash payment, and authorize execution of the Settlement Release of claim.

Attachments: None.

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: 2013 Victims of Crime Act (VOCA) Grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the 2013 grant award.

Background: The Federal Victims of Crime Act (VOCA) Crime Victim Assistance grant program is administered by the Kansas Governor's Federal Grants Program. In 2001, the City Council approved the initial grant application for VOCA funding, which established a Victim Assistance Unit (VAU) in the Wichita Police Department. The 2012 grant approved by the Council on November 1, 2011, provides funding for one VAU Program Coordinator position. The Program Coordinator is responsible for providing direct victim assistance and coordination with established community resources. The Program Coordinator works closely with several victim service agencies, including the Wichita Area Sexual Assault Center, YWCA Women's Crisis Shelter, Catholic Charities, U.S. Attorney's Victim Assistance Office, District Attorney's Victim/Witness staff, and Assistant District Attorneys.

Analysis: The VAU is responsible for facilitating a coordinated response to the needs of crime victims and developing and implementing internal and external training programs. Victim assistance is focused on the primary and secondary victims of violent crime, including death cases and elderly burglary victims. The VAU has been instrumental in working with the Wichita Police Department's violent crimes and burglary sections to assist victims with restoring stability to their lives, and aiding in the reduction of secondary victimization. The grant funding is for the continuation of the Victim Assistance Unit for Federal FY 2013, beginning October 1, 2012 through September 30, 2013.

Financial Considerations: The total grant request is \$83,063; 80 percent (\$66,450) provided by VOCA funding and a 20 percent (\$16,613) local match requirement, which is budgeted in the General Fund.

Legal Considerations: The Law Department has reviewed and approved as to form the grant award.

Recommendations/Actions: It is recommended that the City Council approve the 2013 Victims of Crime grant award.

Attachments: 2013 VOCA Grant Award & Assurances.



October 12, 2012

Ms. Debbie Nguyen
City of Wichita Police Department
455 N. Main
Wichita, KS 67202

Dear Ms. Nguyen:

I am pleased to inform you that the agency will receive a grant award from the Federal Victims of Crime Act (VOCA) grant program. These grant funds will assist the agency in providing effective services for victims of crime. I commend you for your commitment to providing these important services for Kansans.

Two important documents are included in this notification, the Grant Assurances and the Reporting Requirements. In order to process the grant award, please print a copy of the Grant Assurances following this letter. Read and initial each page and have the required individual sign the Grant Assurances. An original signed copy must be mailed to the Governor's Grants Program at 900 SW Jackson Street, Room 304N, Topeka, KS 66612-1220. This document must be returned by October 26, 2012.

The Reporting Requirements also are attached. All reports are required to be submitted through the Grant Portal. The Reporting Requirements provide the procedures and instructions for managing the VOCA grant award.

Kay Steward is the agency's primary contact regarding the VOCA grant program. She can be reached by email at kay.steward@ks.gov or by phone at 785-291-3205.

Please do not hesitate to contact my office if you have any questions. Thank you for all your work on behalf of crime victims in Kansas.

With Warm Regards,

Sam Brownback
Governor

KANSAS GOVERNOR'S GRANTS PROGRAM
Federal Victims of Crime Act Victim Assistance Program
Grant Assurances for Fiscal Year 2013

The grant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Victims of Crime Act (hereinafter "VOCA"), as established by 42 U.S.C. §10601 *et seq.* and amendments thereto for the period beginning October 1, 2012 and ending September 30, 2013. The grant funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Governor's Grants Program (hereinafter "KGGP") and used to provide crime victim assistance programs as allowed by 42 U.S.C. §10601 *et seq.* and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal Victims of Crime Act Victim Assistance Program is 16.575. This document contains information specific to this federal grant program.

The grant awarded to **City of Wichita Police Department** (hereinafter "Subgrantee") is for the total amount of **\$83,063**. The portion of the grant award funded by the VOCA grant award (80% of the total grant project) is **\$66,450**. The portion of the grant award that must be funded by the Subgrantee (20% non-federal cash or in-kind match) is **\$16,613**. The use of non-federal match is restricted to the same guidelines, purposes, and allowable costs as the federal funds.

The grant project number for this grant award is **13-VOCA-31**.

With acceptance of this grant award, the Subgrantee agrees to the following:

1. **AWARD PERIOD:** This grant award is for the period October 1, 2012 to September 30, 2013. The Subgrantee shall not allocate any expenditure made or incurred prior to October 1, 2012 or after September 30, 2013 to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award obligations must be paid within 30 days following the end of the grant award period.
2. **APPROVED PURPOSES:** Grant funds awarded as a result of the Subgrantee's grant application shall be expended only for the purpose approved by the KGGP and in accordance with any terms and conditions the KGGP attaches to the grant award. The Subgrantee shall not use grant funds to supplant federal, state, or local funds that would otherwise be available for crime victim services.

The Subgrantee shall not use grant funds to make direct payments to any crime victim or a dependent of any crime victim.

Grant funds shall not be used for construction and/or purchase of land.

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The Subgrantee shall not use grant funds, either directly or indirectly, to support the Association of Community Organizations for Reform Now (ACORN).

3. **COMPLIANCE WITH REGULATIONS, POLICIES, AND PROCEDURES:** The Subgrantee shall comply with all applicable state and federal laws and regulations, including, but not limited to, provisions of the VOCA grant program, the provisions of 28 C.F.R. applicable to grants, the Federal Program Guidelines for VOCA, the VOCA Program Guidelines and Reporting Requirements as established by the KGGP, and the requirements of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, effective edition, found at www.ojp.usdoj.gov/financialguide/index.htm.
4. **USE OF VOLUNTEERS:** The Subgrantee shall use volunteers unless the Subgrantee formally requests a volunteer waiver and the KGGP determines that the Subgrantee has proven that a compelling reason exists to waive this requirement.
5. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the VOCA or those set by the KGGP.
6. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.
7. **DISSEMINATION OF CRIME VICTIMS' RIGHTS INFORMATION:** The Subgrantee assures that services and assistance provided by VOCA-funded staff and volunteers to crime victims shall include the dissemination of crime victims' rights information, including the statutory rights of crime victims and crime victim compensation. VOCA-funded staff and volunteers shall receive information and training on crime victim compensation and on all applicable laws pertaining to crime victims' rights.
8. **PERSONNEL INFORMATION:** Job descriptions for all grant-funded staff shall be maintained by the Subgrantee and available for review by the KGGP. These grant funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.
9. **TIME AND ACTIVITY:** The Subgrantee shall keep daily time and activity records for all staff funded by this grant project that document the services and grant projects that the staff person worked on and the time spent providing the services or programs. Such time and activity records must account for 100 percent of staff time regardless of the percentage funded by this VOCA award. The Subgrantee shall use the time and activity records to distribute actual payroll and related fringe benefits costs to each funding source for each pay cycle accordingly. Time and activity records shall be signed by the staff member and supervisor and shall be kept and compiled in the grant files and the employees' files.

These requirements extend to outside employees and persons who will perform contractual work. Subgrantees shall keep time and activity documentation in hourly increments for contractors providing direct client services, training, or consulting funded

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by this grant project. For agency contracts entered into for operating costs including, but not limited to, janitorial services, website services, technology services, and maintenance, Subgrantees are required to retain copies of contracts and/or invoices but are not required to maintain detailed time and activity records.

10. **SERVICE FEES:** The Subgrantee shall not charge a fee of any kind for any service provided under this grant award. The Subgrantee shall not generate income of any kind through services funded with VOCA grant funds without the prior express written approval of the KGGP.
11. **CONFIDENTIALITY:** The Subgrantee assures that procedures have been or will be developed to ensure the confidentiality of records pertaining to persons receiving assistance or services from any Subgrantee grant project assisted by VOCA. The Subgrantee shall comply with all applicable federal and state confidentiality laws, including, but not limited to, the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11383 and amendments thereto.
12. **PUBLISHED MATERIAL:** All issued statements, publicity releases, or other documents describing the funded grant projects, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

“This grant project is funded or partially funded by the Federal Victims of Crime Act, awarded by the Federal Office for Victims of Crime, as administered by the Kansas Governor’s Grants Program. The opinions, findings and conclusions, or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice.”

The Subgrantee assures that two copies of all materials published with funds from this grant award shall be submitted to the KGGP at least 30 days prior to publication. Similarly, the Subgrantee shall submit two copies of all training information including training dates, agendas and handout materials funded by this grant award to the KGGP at least 30 days prior to the training dates.

13. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The Subgrantee assures that it has formulated an equal employment opportunity plan (EEOP) if required by federal and state law. The Subgrantee assures that it has provided to the KGGP the name of a civil rights person who has lead responsibility for ensuring that all applicable civil rights requirements are met. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

The Subgrantee shall complete the Federal Office of Civil Rights’ Certification Form and submit it to the KGGP. The Certification Form must be received by the KGGP before the Subgrantee is allowed access to VOCA funds.

_____ (initial of Authorized Certifying Official)

- 14. CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the VOCA; the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990), as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39 administrative requirements; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects.

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

- 15. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for explicitly religious activities, such as worship, religious instruction, or proselytization.
- 16. LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior approval of the Federal Office of Justice Programs or the KGGP.
- 17. LIMITED ENGLISH PROFICIENCY:** The Subgrantee assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency who are eligible for assistance or services from any Subgrantee program assisted under VOCA.

For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002) or www.lep.gov.

- 18. HISTORIC PRESERVATION:** The Subgrantee assures its compliance with the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470, Executive Order 11593,

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and the Archeological and Historic Preservation Act of 1966, 16 U.S.C. §569 a-1 *et seq.* The Subgrantee shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

- 19. ACCOUNTING:** The Subgrantee assures that grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:
- (a) the Subgrantee shall keep records that segregate the grant funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;
 - (b) the Subgrantee shall keep supporting documentation for all direct costs charged to this grant project. This includes invoices and other financial documentation for all paid expenses, the portion of the grant project supplied by other sources of revenue, contracts for services, and other records that facilitate an effective compliance review; and
 - (c) the Subgrantee shall adhere to the applicable administrative requirements, cost principles, and common rules as referenced in the Federal Office of Justice Programs Financial Guide, effective edition.

Charges made for personnel services (including, but not limited to, salaries, wages, and fringe benefits) will be based on payrolls documented in accordance with the generally accepted practice of the organization and be approved by a responsible official(s) of the organization.

- 20. RECORDS:** The Subgrantee assures that all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as Federal personnel. The Subgrantee assures that all financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the end of the grant project period.
- 21. EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project shall continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by VOCA. The Subgrantee assures that services provided that utilize the equipment purchased by this grant program shall continue to be reported to the KGGP annually for as long as the equipment is used. The Subgrantee assures that, to the extent practicable, all equipment and products purchased with grant funds shall be American made.

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22. **DIRECT VICTIM ASSISTANCE:** The Subgrantee shall use “Direct Assistance to Victims” funds only for the immediate health and safety of crime victims. Written documentation to support the use of these funds for this purpose must be maintained. Further, the Subgrantee assures that gift cards will not be provided directly to victims as a substitute for cash.
23. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.
24. **RIGHT TO TERMINATE:** The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.
25. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
26. **INSURANCE:** The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant funds.
27. **MISUSE OF GRANT FUNDS:** The Subgrantee understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.
28. **FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for VOCA grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VOCA grant funds. Potential fraud, waste, abuse, or misconduct should be reported to:

Office of the Inspector General AND
U.S. Department of Justice
Investigations Division

Kansas Governor’s Grants Program
Landon State Office Bldg, Room 304 North
900 SW Jackson Street

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950 Pennsylvania Ave, N.W.
Room 4706
Washington, DC 20530
oig.hotline@usdoj.gov
Hotline: 800-869-4499
Hotline Fax: 202-616-9881

Topeka, KS 66612-1220

29. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
30. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP determines that the agency is a high-risk Subgrantee.
31. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unobligated grant funds on hand within 10 business days after the final Financial Status Report is due.
32. **CORRESPONDENCE AND REPORTS:** All correspondence, reports, and other documentation required by this grant shall be submitted through the Kansas Governor's Grants Program Grant Portal at <https://www.kansas.gov/grants/index.do>, with the exception of the Grant Assurances that are to be mailed to the **Kansas Governor's Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220.**
33. **SPECIAL CONDITIONS:**
 - (a) **The Subgrantee assures that a minimum of one VOCA-funded staff member attends the Annual Crime Victims' Rights Conference each fiscal year.**
 - (b) **The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy.**
 - (c) **The Subgrantee shall attend a webinar training regarding the Grant Assurances and Reporting Requirements at 10:00 am on November 1, 2012. Failure to participate in the webinar could result in the interruption or suspension of the grant award. Instructions have been sent by the KGGP.**
 - (d) **The Subgrantee shall revise the budget description fields in the Grant Portal to provide detailed calculations for all VOCA grant project line items, no later than November 2, 2012.**

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- (e) The Subgrantee shall revise the grant project budget in the Grant Portal no later than November 2, 2012, to 1) remove the Communication with Crime Victims and Police line item and 2) reduce line items as follows:

Local Transportation	533
Conferences/Workshops	75
Printing	643
Victim Resource Fund	2,361.

- (f) The Subgrantee shall revise and resubmit the ‘Project Narrative’ attachment in the Grant Portal to describe the Sustainability Plan as outlined in the application instructions, no later than November 2, 2012.

34. **SIGNATURE:**

Signature of Authorized Certifying Official

Date

Type or Print Name of Authorized Certifying Official

Title

Address (Street, City, State, Zip Code)

_____ (initial of Authorized Certifying Official)

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Mayor and City Council Members

SUBJECT: 2012 Bulletproof Vest Partnership Grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Accept the grant award.

Background: The Bulletproof Vest Partnership (BVP) grant provides funds for law enforcement agencies to purchase bulletproof vests in an effort to reduce injury and death to law enforcement officers. The Wichita Police Department has been a recipient of this grant for the past nine years.

Analysis: National Institute of Justice approved vests purchased by the Wichita Police Department will be eligible for reimbursement of up to 50 percent. Currently a typical vest service life is five years and requires replacement at the expiration of such time. The funding will be used to purchase new and replacement vests for police officers.

Financial Considerations: The City of Wichita is awarded \$2,494.96 for the purchase of bulletproof vests. This funding will help the Wichita Police Department make efficient use of limited financial resources.

Legal Considerations: The Law Department has reviewed and approved as to form the grant award.

Recommendations/Actions: It is recommended the City Council accept the 2012 Bulletproof Vest Partnership grant award.

Attachments: None.

CITY OF WICHITA
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: Dedication of Property along the Chisholm Creek Drainage System and in the 200 Block of West 26th Street North for Public Purposes (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the donation.

Background: There are two remnant parcels of land near Pat Garcia Veterans Memorial Park and along the West Drain of the Chisholm Creek Drainage System. The parcels are owned by Joyce Younacha and Richard Catlin. The properties were acquired by the owners at tax sale. The owners have since determined that they are of no value to them and have offered to donate the land to the City for public purposes.

Analysis: The properties, while platted and zoned, are undeveloped and due to the size, are undevelopable. According to county records, the sites combined total 1,271 square feet. The Storm Water Division is willing to accept the land for drainage purposes and maintain the properties which will allow for better access to the drainage channel.

Financial Considerations: There will be minimal maintenance costs due to the proposed use of the properties. There are street paving special assessments through the year 2018 associated with these parcels. It is currently estimated that specials total approximately \$750. The funding for the specials will be paid out of the Storm Water Utility Fund.

Legal Considerations: The Law Department has approved the deed as to form.

Recommendation/Action: It is recommended that the City Council; 1) Accept the donation; 2) Approve the budget; and 3) Authorize all necessary signatures.

Attachments: Deed and aerial maps.

QUITCLAIM DEED

On this 19 day of Sept., 2012, Joyce Younacha and Richard Catlin, (the "Grantor"), CONVEYS, DONATES and QUIT CLAIMS to City of Wichita, KS, a municipal corporation, (the "Grantee"), in consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, does by these presents, remise, release and quit claim, unto said Grantee the following described real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

Odd Lots 7, 9, 11, and 13, except canal, Water Street, Gardner's Addition to Wichita, Sedgwick County, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

Joyce E. Younacha
Joyce Younacha
Joyce Younacha

Richard J. Catlin
Richard Catlin
Richard Catlin

STATE OF KANSAS, SEDGWICK COUNTY, ss.

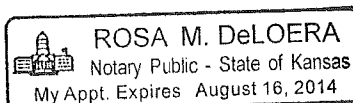
BE IT REMEMBERED, That on this 19th day of September 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joyce E Younacha, wife of who personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same. Richard J. Catlin

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

My commission expires: August 16, 2014

Rosa M. DeLoera

Notary Public




STATE OF KANSAS, SEDGWICK COUNTY, ss.

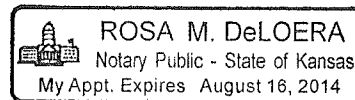
BE IT REMEMBERED, That on this 19th day of September 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard J. Catlin, husband of Joyce Jounacha who personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

My commission expires: August 16, 2014



Notary Public



STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____ 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

My commission expires: _____

Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this _____ day of _____ 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who personally known to me to be the same person who executed the foregoing deed, and duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

My commission expires: _____

Notary Public

Land along levee system at W 26th St N



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Parcels to be donated



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Second Reading Ordinances for November 6, 2012 (first read on October 23, 2012)

- A. ZON2012-00023 – City zone change request from SF-5 Single-family Residential (“SF-5”) to LI Limited Industrial (“LI”) on property located on the east side of Hoover road, approximately ½ mile south of Harry Street (1948 South Hoover) (District IV)**

ORDINANCE NO.49-388

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

Second Reading Ordinances for November 6, 2012 (first read on October 16, 2012)

A. Public Hearing on Proposed Assessments for six (6) Paving Projects, four (4) Water Projects, five (5) Sewer Projects, and four (4) Storm Sewer Projects in the January, 2013. Bond Sale Series 812 (Districts; II, III, IV, V, VI, County)

ORDINANCE NO. 49-363

1. An Ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of constructing pavement on Westport, Kap, Kentucky Lane, Kentucky Court, Willoughby, & Willoughby Circle, to and including cul-de-sac and sidewalk, to serve Silverton Addition, (Project No. 490-272/472-84462)

ORDINANCE NO. 49-364

2. An Ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of constructing pavement on Fontana, Park Ridge, & Chambers, to serve Fontana 4th Addition, (Project No. 490-262/472-84800)

ORDINANCE NO. 49-365

3. An Ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of constructing left turn lanes on Orme, deceleration lanes including a commercial driveway approach on both the east and west sides of Oliver, to serve Ann Walenta Addition, (Project No. 490-249/472-84823)

ORDINANCE NO. 49-366

4. An Ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of constructing pavement on Willowgreen Circle, to and including cul-de-sac, to serve Casa Bella Third Addition, (Project No. 490-279/472-84945)

ORDINANCE NO. 49-367

5. A ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of constructing pavement on Chesterfield, to serve Greenwich Office Park Second Addition, Berkeley Square First Addition, & Unplatted Tract, (Project No. 490-281/472-84959)

ORDINANCE NO. 49-368

6. An ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of constructing pavement on 33rd street north, mascot, & on 33rd street to serve as a pickup & drop off area for the school, including sidewalk, to serve north elementary school addition, (project no. 8490-274/472-84909)

ORDINANCE NO. 49-369

7. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90263, TO SERVE TURKEY CREEK 3RD ADDITION, (North of Pawnee, East of 135th St. West). (470-137/448-90263)

ORDINANCE NO. 49-370

8. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90500, TO SERVE MCEVOY ADDITION, (South of Harry, West of 127th St. East). (470-129/448-90500)

ORDINANCE NO. 49-371

9. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90513, TO SERVE BERKELEY SQUARE FIRST ADDITION, UNPLATTED TRACT & HOME BANK & TRUST ADDITION, (North of 13th, West of Greenwich). (470-139/448-90513)

ORDINANCE NO. 49-372

10. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90528, TO SERVE MONARCH LANDING 3RD ADDITION, (North of 21st, West of 159th St. East). (470-140/448-90528)

ORDINANCE NO. 49-373

11. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 2, MAIN 19, FOUR MILE CREEK To Serve Stonebridge 2nd & Stonebridge 3rd Additions(North of 13th, West of 159th St. East). (480-011/468-84147)

ORDINANCE NO. 49-374

12. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 168, WAR INDUSTRIES SEWER To Serve Berkeley Square First Addition & Unplatted Tract; Home Bank & Trust Addition(North of 13th, West of Greenwich). (480-019/468-84731)

ORDINANCE NO. 49-375

13. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 5, MAIN 6, COWSKIN INTERCEPTOR SEWER To Serve Turkey Creek 3rd Addition(North of Pawnee, East of 135th St. West). (480-012/468-84288)

ORDINANCE NO. 49-376

14. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 20, MAIN 7, NORTHWEST INTERCEPTOR SEWER To Serve New Market Office 2nd Addition(North of 29th, West of Maize).

ORDINANCE NO. 49-377

15. An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of LATERAL 2, MAIN 23, FOUR MILE CREEK To Serve Monarch Landing 3rd Addition(North of 21st, West of 159th St. East). (480-020/468-84770)

ORDINANCE NO. 49-378

16. An ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD No. 282, to serve Fontana, Fontana 2nd, & Fontana 4th Additions, east of 119th Street West, north of 29th Street North, (468-84121/485-376).

ORDINANCE NO. 49-379

17. An ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD No. 283, to serve Fontana, Fontana 2nd, & Fontana 4th additions, east of 119th Street West, north of 29th Street North, (468-84122/485-377).

ORDINANCE NO. 49-380

18. An ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD No. 377, to serve Reeds Cove Medical Campus Addition, east of 127th Street East South of 21st Street, (468-84765/485-394).

ORDINANCE NO. 49-381

19. An ordinance levying assessments on lots, pieces and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD No. 371, to serve Stonebridge 2nd & Stone Bridge 3rd Additions, North of 13th, east of 143rd Street, (468-84734/485-387).

City of Wichita
City Council Meeting
November 6, 2012

TO: Mayor and City Council

SUBJECT: SUB2012-00021 -- Plat of Wichita Ice Center Addition located on the south side of Maple, East of Seneca. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site, consisting of one lot on 5.78 acres, is a replat of a portion of the Winnes Addition including the vacation of two alleys and a portion of Mentor Street and Smyth Avenue. A zone change (ZON2012-00018) has been approved from LC Limited Commercial and B Multi-Family Residential to GC General Commercial.

Analysis: Sewer and water services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Ordinance has been approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the plat, authorize the necessary signatures for approval and ownership of the plat and place the Ordinance on first reading.

Attachments: Ordinance

Published in The Wichita Eagle on November 23, 2012

ORDINANCE NO. 49-392

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00018

A zone change from LC Limited Commercial ("LC") and B Multi-family Residential ("B") and the D-O Delano Neighborhood Overlay District ("D-O") to GC General Commercial ("GC"), on property described as:

Wichita Ice Center Addition, Wichita, Sedgwick County, Kansas.

Generally located on the south side of Maple, east of Seneca.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 20th day of November, 2012.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Wichita Housing Authority Board Members

SUBJECT: 2013 Payment Standards – Section 8 Housing Choice Vouchers

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the payment standards for the Section 8 Housing Choice Voucher Program, effective on January 1, 2013 for new clients and current clients who are relocating, and for current client recertifications after March 1, 2013.

Background: The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires housing authorities to establish Section 8 Housing Choice Voucher payment standards between 90% and 110% of the Fair Market Rents (FMRs) published by the U.S. Department of Housing and Urban Development (HUD), for applicable bedroom/unit sizes. The payment standards are used to calculate the amount of the monthly subsidy paid to landlords, and take into account tenant-paid utilities. The QHWRA also includes a provision that tenants initially receiving Section 8 tenant-based rental assistance may not be required to pay more than 40% of their adjusted monthly income for rent and utilities.

HUD published a notice of Fair Market Rents (FMRs), to be effective October 1, 2012. These FMRs are calculated to be at the 40th percentile of rents in the Wichita area, and include an allowance for utilities.

Analysis: In order to determine appropriate payment standards for the Section 8 Housing Choice Voucher Program, staff reviewed requests for tenancy and actual rents for the months of January through November 2012, and calculated an average rent payment. The following recommendations are made as a result of the staff review: the payment standard amount for 0 bedroom units at 105% of the 2012 FMR; the payment standard amounts for 1, 2, & 3 bedroom units at 110% of 2012 FMR; and the payment standard amounts for 4, 5 & 6 bedroom units at 100% of the 2012 FMR.

Following is a table reflecting the October 2012 FMR, the current payment standards, and the proposed payment standards, based on bedroom/unit size:

	BEDROOM SIZE						
	0	1	2	3	4	5	6
FMR (10/1/2012)	428	529	704	971	1070	1230	1391
Current Payment Standard	437	537	707	904	1017	1116	1262
Proposed Payment Standard	446	581	774	1068	1070	1230	1391

Financial Consideration: The proposed payment standards will support the Section 8 Housing Choice Voucher Program goal of assisting as many households as possible. There will be no effect on City general funds.

Legal Considerations: The Law Department has reviewed the proposed payment standards and has approved them as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve the payment standards for the Section 8 Housing Choice Voucher Program, effective on January 1, 2013 for new clients and current clients who are relocating, and for current client recertifications after March 1, 2013.

Attachments: None.

City of Wichita
City Council Meeting
November 6, 2012

TO: Wichita Housing Authority Board Members
SUBJECT: Section 8 Administrative Plan Revisions
INITIATED BY: Housing and Community Services Department
AGENDA: Wichita Housing Authority (Consent)

Recommendation: Review and approve the changes and revisions to the Section 8 Administrative Plan.

Background: The Wichita Housing Authority Board must approve revisions to the Section 8 Housing Choice Voucher Program Administrative Plan before changes can be implemented.

Analysis: The items presented for approval include 2013 Payment Standards, 2013 Utility Allowance Schedule, revisions to bedroom subsidy standards, and a revision requiring approval by the manager of the Section 8 Housing Choice Voucher Program for exceptions to the bedroom subsidy standards.

Financial Considerations: There are no financial considerations.

Legal Considerations: The Law Department has reviewed the revisions to the Section 8 Administrative Plan and has approved them as to form.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board review and approve the changes and revisions to the Section 8 Administrative Plan.

Attachment: Summary of changes and revisions to the Section 8 Housing Choice Voucher Administrative Plan.

REVISION GUIDE
For Housing and Community Services Department
Wichita Housing Authority
Section 8 Administrative Plan
November 6, 2012

SECTION OF PLAN	DESCRIPTION
6.0 Assignment of Bedroom Sizes (Subsidy Standards)	Revised assignment of bedroom sizes to include one bedroom for head-of-household and/or spouse with one bedroom assigned for each two additional persons within the household. Exceptions to assignment of number of bedrooms for a household must be approved by the manager of the Section 8 Housing Choice Voucher Program.
Appendix 3	Replacing 2012 Utility Allowance Schedule with 2013 Utility Allowance Schedule
Appendix 4	Replacing 2012 Payment Standards with 2013 Payment Standards

City of Wichita
City Council Meeting
November 6, 2012

TO: Wichita Airport Authority

SUBJECT: Federal Aviation Administration
Lease No. DTFACN-12-L-00014, Supplement No. 1
1801 Airport Road - Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Wichita Airport Authority (WAA) and the Federal Aviation Administration (FAA) entered into a ten-year agreement in September 2011 for the office complex located at 1801 Airport Road. The office complex houses the following divisions: Aircraft Certification Office (ACO), Automated Flight Service Station (AFS), and Flight Standards District Office (FSDO). The lease expires on September 30, 2021.

Analysis: The FAA wishes to include seven additional parking spaces and to include a time line for the renovation project for the office complex.

Financial Considerations: There is no financial impact associated with this agreement. The funding for the renovations to the office complex was approved by the WAA on October 23, 2012.

Legal Considerations: The Law Department has approved the supplemental agreement as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE
	TO LEASE NO. DTFACN-12-L-00014	

ADDRESS OF PREMISES: Approximately 38,625 square feet of office, storage, and technical space located on the Wichita Mid-Continental Airport, more particularly described as 1801 Airport Road, Wichita, Kansas 67209.

THIS AGREEMENT, made and entered into this date by and between the WICHITA MID-CONTINENTAL AIRPORT AUTHORITY, whose address is 2173 Air Cargo Road, Wichita, Kansas, 67277, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WHEREAS, on September 27, 2011, the parties hereto entered into Lease No. DTFACN-12-L-00014, for the consideration and purposes more particularly stated in said lease; and,

WHEREAS, both parties desire to clarify and/or amend Attachment A, Clause Nos. A6, Lighting and A7, Parking to specify the Government's requirement for additional parking spaces for Government-owned vehicles at 1761 Airport Road, Wichita, Kansas 67209,

WHEREAS, both parties desire to amend Attachment B to change the date the Lessor is to begin work on the remodel.

NOW THEREFORE, effective November 1, 2012, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

ATTACHMENT A

Clauses A6, Lighting (10/96) and A7, Parking (10/06) are deleted in their entirety and replaced with the following:

A6-Lighting

The Lessor shall provide and maintain the current, existing standard of modern, diffused, energy efficient fluorescent fixtures that provide a uniform lighting level at working surfaces which is acceptable to the Government. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide restricted parking for 75 reserved off-street parking spaces located at 1801 Airport Road, Wichita, Kansas 67209 plus 7 reserved off-street parking spaces for Government-owned vehicles at 1761 Airport Road, Wichita, Kansas 67209. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal.

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

Pg. 1

ATTACHMENT B

Attachment B is modified to delete the remodel start date of August 13, 2012 or sooner.

ATTACHMENT C

Attachment C, "Schedule for Remodel, 1801 Airport Road, Wichita, Kansas" is added to Lease No. DTFACN-12-L-00014.

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor ☒ is, ☐ is not required to sign this document and return 2 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

ATTEST:

**THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS**

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"LESSOR"

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

UNITED STATES OF AMERICA

James M. Nelson
Real Estate Contracting Officer

Date: _____

Attachment "C"
Lease No. DTFACN-12-L-00014
Schedule for Remodel
1801 Airport Road, Wichita, Kansas

Design Phase

- Preliminary Design Completed

*Beginning on **November 1, 2012**, the schedule for remodel is as follows:*

- Design Development (65%) 60 days from Notice to Proceed
- Design Development Review (FAA & WAA) 4 weeks
- Construction Documents (95%) 45 days from Notice to Proceed
- Construction Documents Review (FAA & WAA) 4 weeks
- Final Submittal (100%) 15 days from Notice to Proceed
- Final Review (FAA & WAA) 4 weeks
- Bid Documents Submittal 10 days from Notice to Proceed

Procurement Phase

45 days or up to 2 months

Construction Phase

6 months

**City of Wichita
City Council Meeting
November 6, 2012**

TO: Wichita Airport Authority

SUBJECT: Sublease Agreements – Wichita Airport Facilities, Inc. and
Hawker Beechcraft Global Customer Support Corporation
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the sublease agreements.

Background: The Wichita Airport Authority (WAA) has two agreements with Wichita Airport Facilities, Inc. (WAF) for the lease of the hangars located at 1830 Airport Road and 1590 Airport Road on Mid-Continent Airport. The agreements stipulate that WAF may sublease the premises with the prior written consent of WAA, which consent shall not be unreasonably withheld. WAF is desirous of subleasing hangar space to Hawker Beechcraft Global Customer Support Corporation (Hawker).

Analysis: Hawker has utilized the hangars since 2006 and it is now the company's desire to continue leasing the existing hangar space in accordance with the Airport's Minimum Standards. The term of the sublease for the hangar located at 1830 Airport Road is for a one-year period. The term of the sublease for the hangar located at 1590 Airport Road is for a two-year period, with two, one-year renewal options. WAF acknowledges that both subleases are subordinate to the primary lease agreement between the WAA and WAF.

Financial Considerations: The agreements that the WAA has with WAF do not require profits or losses from subleases to be shared, so there is no financial impact to the WAA.

Legal Considerations: The Law Department has approved the sublease agreements as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the sublease agreements and authorize the necessary signatures.

Attachments: Sublease Agreements.

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE ("First Amendment") is made effective as of September 1, 2012 (the "Effective Date"), by and between **Wichita Airport Facilities, Inc.**, a Kansas Corporation (hereinafter "Lessor"), and Hawker Beechcraft Global Customer Support Corporation, formerly known as **Raytheon Aircraft Services, Inc.**, a Kansas corporation, (hereinafter "Lessee")

WITNESSETH:

WHEREAS, Lessor leased to Lessee and Lessee leased from Lessor a building commonly known as Hanger 28, located at 1590 Airport Road, Wichita, Kansas 67209, which includes land and an industrial building with approximately 42,840 square feet of hanger space and 7,200 square feet of office space (the "Leased Premises") pursuant to that Sublease dated August 22, 2006, by and between Lessor and Lessee (hereinafter, the "Lease"); and

WHEREAS, Lessor and Lessee desire to modify the Lease in accordance with the terms and conditions set forth.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 2 "Term of Lease", is deleted and replaced with the following:

"The initial term of this Lease (the "Lease Term") shall include an initial term of two (2) years, commencing on the Effective Date of the First Amendment and expiring on the last day of the last full calendar month preceding the second anniversary of the Effective Date (the "Initial Term"). Provided that Lessee is not in default under this Lease or any terms, provisions, or conditions hereof, Lessee shall have the following options to extend the Lease Term, to-wit:

Lessee shall have the option to extend the Lease term for a period of one (1) additional year, commencing effective the day after the expiration of the Initial Term and expiring one year thereafter (the "First Renewal Term"), upon the giving of an irrevocable written notice of the exercise of such option to Lessor at least ninety (90) days prior to the expiration of the Initial Term. If said option is duly exercised, the Lease Term without requirement of any further instrument upon all of the same terms, provisions, and conditions set forth therein.

If Lessee exercised its option for the First Renewal Term, Lessee shall have the further option to extend the Lease Term for a period of one (1) additional year, commencing effective the day after the expiration of the First Renewal Term and expiring one year thereafter (the "Second Renewal Term"), upon the giving of an irrevocable written notice of the exercise of such option to Lessor at least ninety (90) days prior to the expiration of the Initial Term. If said option is duly exercised, the Lease Term without requirement of any further instrument upon all of the same terms, provisions, and conditions set forth therein."

2. The first section of Paragraph 4 "Rental", is deleted and replaced with the following:

The base monthly rental payable by the Lessee to the Lessor shall be as follows:

Initial Term: \$40,000.00 per month

First Renewal Term: \$40,000.00 per month

Second Renewal Term: \$40,000.00 per month

3. Lessee's information in Paragraph 26 "Notice" is deleted and replaced with the following:

Hawker Beechcraft Global Customer Support Corporation
Attention: Real Estate Manager
10511 E. Central
Wichita, KS 67206
Phone: 316 676 8614
Fax: 316 671 2614

4. Paragraph 27 "No Assignment, Encumbrance or Subletting by LESSEE; Mechanic's Liens" shall be modified to provide as follows:

- a. Neither Lessee nor Lessee's successors or permitted assigns shall assign or encumber this Lease or its interest herein in whole or in part, or permit the Lease Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior written consent of Lessor in each instance. If an attempt is made by Lessee to assign or encumber this Lease or its interests herein, this Lease will be considered as breached by the Lessee, but Lessor may, after such default by Lessee, collect rent from the assignee or occupant and apply the net amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any term or condition hereof, or the acceptance of the assignee or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any such future transaction. Lessor may freely assign its interest in the Leased Premises, without Lessee's consent. Notwithstanding anything contained herein, Lessee may sublet the Lease Premises with prior written notice to Lessor, provided such sublease is subject to the existing restrictions and obligations related to the Lease Premises contained in the Ground Lease and any such other existing agreements as provided in paragraph (22) of the Lease.

- b. Lessee shall not create or permit to be filed or maintained any mechanic's lien or security interest filed against the Lease Premises or any part thereof or any improvements thereon, as a result of any purchase, alteration or improvement, or repair by or on behalf of Lessee or at its direction, and, in the event any such lien or security interest is created, Lessee shall immediately cause the discharge and removal of the same.
- c. Lessor acknowledges that Lessee has filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), Case No. 12-11878 (SMB) in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Nothing in this First Amendment shall be deemed or construed as an assumption of the Lease pursuant to section 365 of title 11 of the United States Code, or converts the Lease into a post-petition contract. Lessee does intend to assume the Lease as amended by this First Amendment and Lessor will not object and will consent to the assumption/assignment of the Lease pursuant to section 365 of the Bankruptcy Code, including but not limited to an assignment of the Lease to an affiliate or buyer of Lessee. In the event that the Bankruptcy Court does not confirm a plan of reorganization for the debtors or approve the assumption or assumption and assignment of the Lease (as amended by this First Amendment), then Lessor may terminate the Lease upon sixty (60) days written notice to Lessee.

5. As amended hereby, the Lease, and each and every provision thereof is hereby ratified and confirmed by Lessor and Lessee and shall remain in full force and effect by and between Lessor and Lessee. Lessee represents and warrants to Lessor that Lessor is not in default or breach of any of Lessor's obligations under the Lease, and Lessee has no claim against Lessor under the Lease or in connection with the leasing of the Leased Premises.

6. **No Construction Against Draftsman.** No inference in favor of or against any party shall be drawn from the fact that such party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said party.

7. **Binding Effect; Governing Law.** This Amendment inures to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and permitted assigns. This Amendment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Kansas.

8. **Partial Invalidity.** If any term, covenant or condition of this Amendment, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term, covenant or condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

9.. **Miscellaneous.** Except as specifically amended by the provisions of this Amendment, the terms and provisions stated in the Lease shall continue to govern the rights and obligations of Lessor and Lessee with respect to the matters that are the subject of the Lease; and all

provisions and covenants of the Lease are and shall remain in full force and effect as stated therein, except to the extent specifically amended by the provisions of this Amendment. The Lease and this Amendment shall be construed as one instrument. In that regard, the Lease and this Amendment, including all exhibits and addenda (if any) to each such document, constitute the entire agreement between the parties relative to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings of Lessor and Lessee in connection therewith. Captions and headings throughout this Amendment are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Amendment. The parties hereby acknowledge and represent that the other party is not in default of the Lease. Words of masculine, feminine or neuter gender as used in this Amendment shall mean and include the correlative words of the other genders, and words used in this Amendment importing a singular number shall mean and include the plural number and vice versa. All references in this Amendment to numbered paragraphs are references to the paragraphs of this Amendment, unless otherwise expressly designated in context.

12. This Amendment may be signed in several counterparts, each of which, when so signed, will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument.

Except as hereby modified and amended, all other terms, covenants, and conditions of the Lease dated August 22, 2006, shall continue and remain without change.

IN WITNESS WHEREOF, the Parties have signed this First Amendment on the day and year first hereinabove written.

LESSOR:

Wichita Airport Facilities, Inc.

By: 

Name: Robert D. Taylor

Title: Vice President

Date: 9/14/2012

LESSEE:

Hawker Beechcraft Global Customer
Support Corporation

By: 

Name: Randy Blad

Title: Manager - Real Estate

Date: 9/12/2012

The Wichita Airport Authority of the City of Wichita, Kansas, hereby consents to the First Amendment of the Lease Premises by the Lessor to the Lessee

Wichita Airport Authority
("Airport Authority")

By: _____

Name: _____

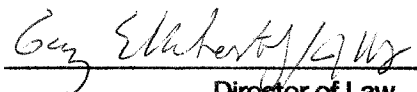
Title: _____

Date: _____



Victor D. White, A. A. E.
Director of Airports

Approved as to form this 10-19-12



Director of Law

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE ("First Amendment") is made effective as of September 1, 2012 (the "Effective Date"), by and between **Wichita Airport Facilities, Inc.**, a Kansas Corporation (hereinafter "Lessor"), and Hawker Beechcraft Global Customer Support Corporation, formerly known as **Raytheon Aircraft Services, Inc.**, a Kansas corporation, (hereinafter "Lessee")

WITNESSETH:

WHEREAS, Lessor leased to Lessee and Lessee leased from Lessor the space containing a paint facility of approximately 5,625 square feet, as described within the agreement dated August 15, 1988, initially entered into by and between the Wichita Airport Authority, Wichita, Kansas (the "Airport Authority") and Yingling Aircraft, Inc. (the Yingling Paintbooth Lease") (the "Leased Premises") pursuant to that Sublease dated August 22, 2006, by and between Lessor and Lessee (hereinafter, the "Lease"); and

WHEREAS, Lessor and Lessee desire to modify the Lease in accordance with the terms and conditions set forth.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 2 "Term of Lease", is deleted and replaced with the following:

"The initial term of this Lease (the "Lease Term") shall include an initial term commencing on the Effective Date of the First Amendment and expiring on the 31st day of October, 2013 (the "Initial Term").

2. The first section of Paragraph 4 "Rental", is deleted and replaced with the following:

The base monthly rental payable by the Lessee to the Lessor shall be as follows:

Initial Term: \$4,254.00 per month

3. Lessee's information in Paragraph 26 "Notice" is deleted and replaced with the following:

Hawker Beechcraft Global Customer Support Corporation
Attention: Real Estate Manager
10511 E. Central
Wichita, KS 67206
Phone: 316 676 8614
Fax: 671 2614

4. Paragraph 27 “No Assignment, Encumbrance or Subletting by Lessee; Mechanic’s Liens” shall be modified to provide as follows:

- a. Neither Lessee nor Lessee’s successors or permitted assigns shall assign or encumber this Lease or its interest herein in whole or in part, or permit the Lease Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior written consent of Lessor in each instance. If an attempt is made by Lessee to assign or encumber this Lease or its interests herein, this Lease will be considered as breached by the Lessee, but Lessor may, after such default by Lessee, collect rent from the assignee or occupant and apply the net amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any term or condition hereof, or the acceptance of the assignee or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any such future transaction. Lessor may freely assign its interest in the Leased Premises, without Lessee’s consent. Notwithstanding anything contained herein, Lessee may sublet the Lease Premises with prior written notice to Lessor, provided such sublease is subject to the existing restrictions and obligations related to the Lease Premises contained in the Ground Lease and any such other existing agreements as provided in paragraph (22) of the Lease.
- b. Lessee shall not create or permit to be filed or maintained any mechanic’s lien or security interest filed against the Leased Premises or any part thereof or any improvements thereon, as a result of any purchase, alteration or improvement, or repair by or on behalf of Lessee or at its direction, and, in the event any such lien or security interest is created, Lessee shall immediately cause the discharge and removal of the same.
- c. Lessor acknowledges that Lessee has filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), Case No. 12-11878 (SMB) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). Nothing in this First Amendment shall be deemed or construed as an assumption of the Lease pursuant to section 365 of title 11 of the United States Code, or converts the Lease into a post-petition contract. Lessee does intend to assume the Lease as amended by this First Amendment and Lessor will not object and will consent to the assumption/assignment of the Lease pursuant to section 365 of the Bankruptcy Code, including but not limited to an assignment of the Lease to an affiliate or buyer of Lessee. In the event that the Bankruptcy Court does not confirm a plan of reorganization for the debtors or approve the assumption or assumption and assignment of the Lease (as amended by this First Amendment), then Lessor may terminate the Lease upon sixty (60) days written notice to Lessee.

5. As amended hereby, the Lease, and each and every provision thereof is hereby ratified and confirmed by Lessor and Lessee and shall remain in full force and effect by and between Lessor and Lessee. Lessee represents and warrants to Lessor that Lessor is not in default or breach of any of Lessor's obligations under the Lease, and Lessee has no claim against Lessor under the Lease or in connection with the leasing of the Leased Premises.

6 **No Construction Against Draftsman.** No inference in favor of or against any party shall be drawn from the fact that such party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said party.

7 **Binding Effect; Governing Law.** This Amendment inures to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and permitted assigns. This Amendment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Kansas.

7. **Partial Invalidity.** If any term, covenant or condition of this Amendment, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term, covenant or condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

8. **Miscellaneous.** Except as specifically amended by the provisions of this Amendment, the terms and provisions stated in the Lease shall continue to govern the rights and obligations of Lessor and Lessee with respect to the matters that are the subject of the Lease; and all provisions and covenants of the Lease are and shall remain in full force and effect as stated therein, except to the extent specifically amended by the provisions of this Amendment. The Lease and this Amendment shall be construed as one instrument. In that regard, the Lease and this Amendment, including all exhibits and addenda (if any) to each such document, constitute the entire agreement between the parties relative to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings of Lessor and Lessee in connection therewith. Captions and headings throughout this Amendment are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Amendment. The parties hereby acknowledge and represent that Lessor is not in default of the Lease. Words of masculine, feminine or neuter gender as used in this Amendment shall mean and include the correlative words of the other genders, and words used in this Amendment importing a singular number shall mean and include the plural number and vice versa. All references in this Amendment to numbered paragraphs are references to the paragraphs of this Amendment, unless otherwise expressly designated in context.

This Amendment may be signed in several counterparts, each of which, when so signed, will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument.

Except as hereby modified and amended, all other terms, covenants, and conditions of the Lease dated August 22, 2006, shall continue and remain without change.

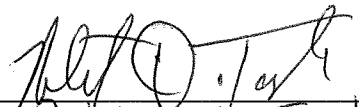
IN WITNESS WHEREOF, the Parties have signed this First Amendment on the day and year first hereinabove written.


LESSOR:

LESSEE:

Wichita Airport Facilities, Inc.

Hawker Beechcraft Global Customer
Support Corporation

By: 
Name: Robert D. Taylor
Title: Vice President
Date: 9/14/2012


By: 
Name: Randy Blad
Title: Manager - Real Estate
Date: 9/12/2012

The Wichita Airport Authority of the City of Wichita, Kansas, hereby consents to the First Amendment of the Lease Premises by the Lessor to the Lessee.

Wichita Airport Authority
("Airport Authority")

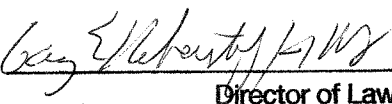
By: _____
Name: _____
Title: _____

Date: _____



Victor D. White, A. A. E.
Director of Airport

Approved as to form this 10-19-12



Director of Law

City of Wichita
City Council Meeting
November 6, 2012

TO: Wichita Airport Authority

SUBJECT: Agreement – U.S. Department of Agriculture, Animal and Plant Health
Inspection Service, Wildlife Services

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: On December 18, 2007, the Wichita Airport Authority (WAA) approved an agreement with the U. S. Department of Agriculture-Wildlife Services (USDA), which continues the wildlife management services at Mid-Continent Airport and Colonel James Jabara Airport. The original agreement began in 2000. Through this agreement, the WAA complies with its obligations to the Federal Aviation Administration under 14 CFR Part 139.337-*Wildlife Hazard Management*, the Airport Certification Manual, and the Airport Wildlife Hazard Management Plan, all of which are mandatory federal compliance programs as a condition for maintaining the Airport Operating Certificate.

Analysis: The term of this agreement shall become effective October 1, 2012, and shall continue through September 30, 2017.

Financial Considerations: The Work Plan/Financial Plan for the annual services has been approved on an annual basis since the original agreement date. The 2012-2013 Work Plan/Financial Plan was approved by the WAA on September 11, 2012, under which the cost of the wildlife management services is \$51,249. The funds for this program are included in the Airport Operating Budget.

Legal Considerations: The Law Department has approved the agreement as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

Attachments: The Agreement.

**COOPERATIVE SERVICE AGREEMENT
REIMBURSABLE
between
WICHITA AIRPORT AUTHORITY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)**

ARTICLE 1 – PURPOSE

The Wichita Airport Authority desires to participate with Wildlife Services (WS) to assess wildlife hazards to aircraft in and around Mid-Continent Airport.

ARTICLE 2 - AUTHORITY

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The Cooperator and WS agree:

- a. To confer and plan a WDM program that addresses the need for managing conflicts caused by nuisance wildlife around Mid-Continent Airport. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Each year The Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

- a. To designate Director of Airports 2173 Air Cargo Road, Wichita, Kansas, 316-946-4700 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate Thomas Halstead, State Director, 4070 Fort Riley Blvd., Manhattan, Kansas, 785-537-6855 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance;
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

ARTICLE 6 – WS CONDITIONS

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – ASSURANCES

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective 10/1/12 and shall continue through 9/30/2017. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

WICHITA AIRPORT AUTHORITY
2173 AIR CARGO ROAD
WICHITA, KS 67209
Tax Identification Number: 48-6000653

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

State Director, Kansas Wildlife Services

Date

Director, Western Region

Date